

### प्राधिकार से प्रकारिकत PUBLISHED BY AUTHORITY

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No. 8] NEW DELHI, SATURDAY, FEBRUARY 22, 1986/PHALGUNA 3, 1907

इस भाग में भिन्न पृष्ठ संख्या की जाती है जिससे कि यह जलन संकलन के रूप में रक्षा का सके

Separate Paging is given to this Part in order that it may be filed as a separate compilation

### भाग II—चण्ड 3—उप-चण्ड (ii) PART II—Section 3—Sub-section (ii)

(रक्षा मंत्रालय को छोड़ कर) भारत सरकार के मंत्रालयों द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं statutory orders and Notifications issued by the Ministries of the Government of India (other than the Ministry of Defence)

### विधि और न्याय मंत्रालय,

(विधि कार्य विभाग) नई दिल्ली, 27 जनवंशी, 1986

### सुबनाएं

का था. 643—नोटरीज नियम, 1956 के नियम 6 को अनुसरण में सक्षम प्राधिकारो द्वारा यह सूचना दी जाती है कि श्री नरोष्ट्य कुनार गर्य, एडबोकेट ने उक्त पाधिकारी को उक्त नियम के नियम 4 के श्रधीन एक श्रीदेदन इस बात के लिए दिया है कि उसे मेरठ 'यू.पी.) में ब्यथमाया करने के लिए नोटरी के रूप में नियुक्त किया आए।

2. उक्त व्यक्ति की नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का आक्षेप इस सूचना के प्रकाणन के चौबह दिन के भीतर विखित रूप में मेरे पास भेजा जाए।

[सं॰ 5(62)/85-न्या.]

MINISTRY OF LAW & JUSTICE (Department of Legal Affairs)

New Delhi, the 27th January, 1986

### **NOTICES**

S.O. 644.—Notice is hereby given by the Competent Authority in pursuance of rule 6 of the Notaries Rules. 1956, that application has been made to the suid Authority, under rule 4 of the said Rules, by Shri Narottem Kumar Gara Advocate for appointment as a Notary to practise in Meerut.

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within the fourteen days of the publication of this Notice.

[No. F. 5(62)]85-Judl.]

का. थ्रा. 645.— नोटरीज निथम, 1956 के नियम 6 के अनुमरण में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री एन० एव० बोगानी, एडबोकेट ने उक्त प्राधिकारी को उक्त निथम के नियम 4 के अश्रीन एक आंवेदन दन बात के लिए दिया है कि उसे प्रभादेशी (बाम्बे) में व्यवसाय करने के लिए नोटरी के रूप में नियुक्त किया जाए।

2 उस व्यक्ति की नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का आक्षेप इस मूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप में ऐरे पास भोजा जाए ।

> [मं. 5 (63)/85-स्या.] श्रार.एन. पोक्षर, सक्षम प्राधिकारी

S.O. 645.—Notice is hereby given by the Competent Authority in pursuance of rule 6 of the Notaries Rules, 1956, that application has been made to the said Authority, under rule 4 of the said Rules, by Shri N. H. Bogani, Advocate for appointment as a Notary to practise in Prabhadevi (Bombay).

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this Notice.

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[No. F. 5(63)]85-Judl.] R. N. PODDAR, Competent Authority

### गृह संत्रारुय

नई दिल्लं, 7 फरवरं, 1986

का. था. 646.—केन्द्राय सरकार, राजधाया (संघ के सासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप नियम (4) के अनुसरण में गृह मंत्रालय के निस्निलिखन कार्यालयों को, जिनके 80 प्रतियान कर्मचारीवृत्व ने हिन्दों का कार्यमाधक ज्ञान प्राप्त कर लिया है, अधिमुचिन करती है:—

- कार्यालय कमांडेट, 75 बटालियन, केन्द्रीय रिजर्व, पुलिस बल, खानापारा, गोहाटी-92 श्रमम ।
- कार्याल य कमांग्रेंट, 5वीं बटालियन, केन्द्रीय रिजर्व पुलिस बल, मागपुर-19
- कार्यालय सिगनल ग्रुप मेंटर, केन्द्रीय रिजर्ब पुलिस बल, मद्रास ।
- कार्यालय पुलिस उप महानिरंक्षक, केन्द्रीय रिजर्व पुलिस बल, नई दिल्ली।
- 5. कार्योलय, ध्रपर पुलिस उप महानिरीक्षक, ग्रुप केन्द्र, केन्द्रीय रिजर्व पुलिस बल, ब्राबडी, मद्रास ।
- 6 कार्यालय, प्रिसिपल, रंगरूट प्रशिक्षण केख-2, केस्द्रीय रिजर्व पुलिस बल श्राबडी, मदास ।
- कार्यालय, ग्रुप केन्द्र, केन्द्रीय रिजर्व पुलिस बल, ग्रावड़ी, मद्रास।
- कार्यालय, केल्ब्रीय प्रशिक्षण कालेज-2 केन्द्रीय रिजर्ब पुलिस बल ब्राइडी।
- 9 कमांखेंट 64वीं बटालियन, केन्द्रीय रिजर्वपृलिस बल,
- 10 जनगणना कार्यं निदेशालय प्रसम शिलांग ।
- 11. जनगणना कार्यं निवेशालय, सिक्किम, गंगटोक ।
- 12 कमांडेंट, 10वीं बटालियन, भारत निब्बन सीमा पुलिस, मिर्पि जिला पिथोरागढ़, उत्तर प्रदेश]
- 13. कमांडेंट मिगनल ग्रुप केन्द्र, केन्द्रीय रिजर्थ पुलिस बल, मीमच (मध्य प्रदेश)
- 14. कार्यालय पुलिस उप महानिरीक्षक, केन्द्रीय रिजर्व पुलिस बल, चण्डीगढ़।
- 15. कसांखेंट एच .एफ.सी: लिमिटेड, केन्द्रीय भीषोगिक सुरक्षा बल, दूर्गपुर-12, पश्चिम बंगाल ।
- भपराध शास्त्र एवं विधि विज्ञान संस्थापक, नई दिल्लं।
- 17. भनुसूचित जाति तथा श्रनुसूचित जनजाति भ्रामोग, जयपुर (राजस्थान)

[सं. 12017/1/85-हिन्दी] मदन मोहन शर्मा, उप सचिव

### MINISTRY OF HOME AFFAIRS

New Delhi, the 7th February, 1986

S.O. 646.—In pursuance of sub-rule (4) of rule 10 of the Official Languages (Use for Official Purposes of the Union), Rules, 1976, the Central Government hereby notifies the following offices of the Ministry of Home Affairs, the 80 per cent staff thereof have acquired the working knowledge of Hindi:

- 1. Office of the Commandant, 75 Battalion, Central Reserve Police Force, Khanapara, Gauhati-22 (Assam).
- 2. Office of the Commandant, 5 Battalion, C.R.P.F. Nagpur-12.
- Office of the Signal Group Centre, C.R.P.F., New Delhi,
- 4 Office of the Dy. Inspector-General of Police, C.R.P.F., Madras.
- Office of the Additional Dy. Inspector-General of Police, C.R.P.F., Awadi, Madras.
- Office of the Principal, Rangroot, Training Centre-2 C.R.P.F., Awadi, Madras.
- 7. Office of the Group Centre C.R.P.F., Awadi, Madras.
- Office of the Central Training College-2, C.R.P.F., Awadi.
- 9. Commandant, 64 Battalion, C.R.P.F.,
- 10. Directorate of Census Operation, Assam, Shillong,
- 11. Directorate of Census Operation, Sikkim, Gangtok.
- 12. Commandant, 10 Battalion, ITBP, Mirrthi District Pithoragarh, U.P.
- Office of the Commandant Signal Group Centre, C.R.P.F., Nimach (M.P.).
- Office of the Dy. Inspector-General of Police C.R.P.F., Chandigarh.
- Commandant, F.C. Ltd.., Durgapur-12, C.I.S.F., West Bengal,
- Institute of Criminology and Forensic Science, New Delhi.
- 17. Commission for the Scheduled Castes and Scheduled Tribes, Jaipur (Rajasthan).

[No. 12017/1/85-Hindi] M. M. SHARMA, Dv. Secy.

### विस मंत्रालय

(राजस्य विभाग)

नई दिल्ली, 22 जनवरी, 1985

(म्रायकर)

का. आ. 647:—ग्रायकर प्रधिनियम, 1961 (1961 का 43) की धारा 10 के खंड (23ग) के उपखण्ड (V) ब्रारा प्रवत्त शक्तियों का प्रयोग करते हुए, केन्द्राय सरकार एतवहारा, उक्त धारा के प्रयोजनार्थ, "गोनिन्द भवन, कार्यालय, कलकत्ता" को कर-निधरिण वर्ष 1985-86 से 1987-88 तक के ग्रंतर्गंस ग्रान वालं। ग्रंविध के लिए ग्रंबिस्चित करता है।

[सं. 6577/फा.सं. 197/209/85-श्रा.का.नि I]

### MINISTRY OF FINANCE

(Department of Revenue)

New Delhi, the 22nd January, 1985

### (INCOME-TAX)

S.O. 647.—In exercise of the powers conferred by subclause (v) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Govind Bhawan Karyalaya, Calcutta" for the purpose of the said section for the period covered by the assessment years 1985-86 to 1987-88.

[No. 6577/F. No. 197/209/85-IT(AI)]

### मई दिल्लो, 22 जनवरी, 1986

का. आ. 648:—प्रायकर ग्रिधिनियम, 1961 (1961 का 43)का धारा 10 के खण्ड (23ग) के उपखंड (V) द्वारा प्रवक्त शिक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एनव्हारा, उक्त धारा के प्रयोजनाये, "दिल्ला कैथोलिक श्राक डायोसिस"को कर-निर्धारण वर्ष 1984-85 से 1987-88 के श्रंतर्गत जाने बाली श्रवधि के लिए श्रीधसूचिन कर्रता है।

[सं. 6578 (फा सं. 197/90/81-म्रा.का. (नि.-i)] ग्रार.के निवारी, प्रवर सचिव

### New Delhi, the 22nd January, 1986

S.O. 648.—In exercise of the powers conferred by subclause (v) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Delhi Catholic Archdiocese" for the purpose of the said section for the period covered by the assessment years 1984-85 to 1987-88.

[No. 6578/F. No. 197/90/81-IT(AI)] R. K. TEWARI, Under Sccy.

### नई विल्ली, 23 जनवरी, 1986

### भृद्धि पन्न

का. मा. 649.—भारतीय राजस्व सेवा (सीमा मुल्क तथा केन्द्रीय उत्पादन मुक्क) के अधिकारी श्री के के. द्वियेदी की राजस्व विभाग के केन्द्रीय सीमा मुक्क तथा उत्पादन मुक्क बोर्ड में सदस्य के रूप में नियुक्ति के सम्बन्ध में इस विभाग की दिनांक 3-12-1986 की का. भा. अधिसूचना सं. ए-19011/12/83 प्रणा. 1 में अधिसूचना की तारीख को "3 दिसम्बर, 1986" के स्थान पर "3 जनवरी, 1986" पढ़ा जाए।

[फा.सं. ए-19011/12/83-प्रणा.1] जे॰एम० जेहन, अवर सचिव

### New Delhi, the 23rd January, 1986 CORRIGENDUM

S.O. 649.—In this Department's S.O. Notification No. A. 19011|12|83-Ad. I dated 3-12-1986 regarding the appointment of Shri K K. Dwivedi, an officer of the Indian Revenue Service (Customs & Central Excise), as Member in the Central Board of Excise and Customs in the Department of Revenue, the date of the Notification may be read as "3rd January, 1986" instead of "3rd December, 1986":

[F. No. A. 19011|12|83-Ad. 1] J. M. TREHAN, Under Secy.

(म्रार्थिक कार्य विभाग)

(बैकिंग प्रभाग)

नई दिल्ली, 30 जनवरी, 1986

का. द्या. 650:—प्रादेशिक ग्रामीण बैंक भ्रधिनियम, 1976 (1976 का 21) की धारा 3 की उपधारा (1) द्वारा प्रदस्त गक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एनद्वारा भारत गरकार, विस्त महालय, भाषिक कार्य विभाग (वैकिंग प्रभाग) की दिनांक 22 मार्च, 1983 की मधिसूचना का. भा. सं. 198 (म्र) में निम्नलिखित और संशोधन करती है, यथा:—

उक्त प्रशिक्ष्चना में "राजगढ़ क्षेत्रीय ग्रामीण बैंक" शब्दों के स्थान पर "राजगढ़ सिहोर क्षेत्रीय ग्रामीण बैंक" शब्द रखे आयेंगे।

[सं. एफ. 1 -23/84-मार. म्रार. मी.(i)]

(Department of Economic Affairs)
(Banking Division)

New Delhi, the 30th January, 1986

S.O. 650.—In exercise of the powers conferred by subsection (1) of section 3 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government hereby makes

the following further amendment in the notification of the Government of India in the Ministry of Finance (Banking Division) No. S.O. 198(E) dated the 22nd March, 1983, namely:—

In the said notification, for the words "Rajgarh Kshetriya Gramin Bank" the words "Rajgarh Schore Kshetriya Gramin Bank" shall be substituted.

[No. F. 1-23[84-RRB(i)]

का. ग्रा. 651:—प्रादेशिक ग्रामीण वैंक ग्रिश्वित्यम, 1976 (1976 का 21) की धारा 4 की उपधारा (1) द्वारा प्रदस्त ग्राक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एनद्द्वारा भारत सरकार, विस्त मंत्रालय, ग्राधिक कार्य विभाग (वैंकिंग प्रभाग) की दिनोक 22 मार्च, 1983 की ग्रिधिमुचना का. ग्रा. सं 199 (ग्र) में निम्नलिखित संशोधन करती है यथा:—

उक्त ब्रिक्स्यना में "राजगढ़ क्षेत्रीय ग्रामीण बैंक" शब्दों के स्थान पर ये जहा कही भी भायें, "राजगढ़ सिहोर क्षेत्रीय ग्रामीण बैंक" शब्द रखे जायेंगे ।

[सं. एफ . 1 -23/84-भार. भार. बी. (ii)]

S.O. 651.—In pursuance of the powers conferred by subsection (1) of section 4 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government hereby makes the following amendment in the notification of the Government of India in the Ministry of Finance Banking Division) No. S.O. 199(E), dated the 22nd March, 1983, namely:—

In the said notification for the words "Rajgarh Kshetriya Gramin Bank", wherever they occur, the words "Rajgarh Schore Kshetriya Gramin Bank" shall be substituted.

[No. F. 1-23|84-RRB(ii)]

का. द्या. 652:—भारतीय रिजर्व बैंक प्रधिनियम, 1934 (1934 का 2) की धारा 42 की उपधारा (6) के खंड (क) के उपखंड (III) के प्रनृपरण में केन्द्रीय मरकार एतव्द्वारा धारत सरकार, विल्ल मंत्रालय, प्रार्थिक कार्य विभाग (बैंकिंग प्रभाग) का दिनांक 22 मार्च 1983 की प्रधिसूचना का. आ. सं. 200 (ग्र) में निम्नलिखित संगोधन करती है यथा:—

उक्त प्रधिसूचना में "राजगढ़ क्षेत्रीय ग्रामीण बैंक" शब्दों के स्थान पर "राजगढ़ सिहोर क्षेत्रीय ग्रामीण बैंक" सब्द रखे जायेंगे।

[सं. एफ. 1-23/84-मार, म्रार, बी. (iii)]

S.O. 652.—In pursuance of sub-clause (iii) of clause (a) of sub-section (6) of section 42 of the Reserve Bank of India, Act, 1934(2 of 1934), the Central Government hereby makes the following amendment in the notification of the Government of India in the Ministry of Finance (Banking Division) No. S.O. 200(E), dated the 22nd March, 1983 namely:—

In the said notification, for the words "Rajgarh Kshetriya Gramin Bank", the words "Rajgarh Schore Kshetriya Gramin Bank" shall be substituted

[No. F. 1-23[84-RRB(iii)]

का. श्री. 653;—प्रादेशिक ग्रामीण बैंक प्रधिनियम, 1976 (1976 का 21) की धारा 11 की उपधारा (1) द्वारा प्रदस्त शक्तियों का प्रयोग करने हुए केन्द्रीय सरकार एतद्वारा भारत सरकार, विस्त संज्ञालय, ग्राधिक कार्य धिभाग (बैंकिंग प्रभाग) की दिनांक 22 मार्च 1983 की प्रधिसूचना का. श्रा. मं. 201 (घ) में निम्नलिखित संशोधन करती है. यथा:—

उक्त श्रधिसूचना में "राजगढ़ क्षेत्रीय ग्रामीण बैंक" शब्दों के स्थान पर "राजगढ़ सिहोर क्षेत्रीय ग्रामीण बैंक" शब्द रखे आयेगे।

> [मं. एफ. 1- 23/84-मार. भार. भी. (iv)] च. था. मीरचन्दानी, निदेशक

S.O. 653.—In pursuance of the powers conferred by sub-section (1) of Section 11 of the Regional Rural Banks Act, 1976(21 of 1976), the Central Government hereby makes the following amendment in the notification of the Government of India in the Ministry of Finance (Banking Division) No. S.O. 201(E), dated the 22nd March, 1983, namely:—

In the said notification, for the words "Rajgarh Kshetriya Bank", the words "Rajgarh Sehore Kshetriya Gramin Bank" shall be substituted.

[No. F. 1-23|84-RRB(iv)] C. W. MIRCHANDANI, Director

नई विल्ली, 7 फरवरी, 1986

का. भा. 654:— राष्ट्रीयकुल बैंक (प्रबंध और प्रकीर्ण उपवध) स्कीम 1980 के खंड 9 के उपखंड (2) के साथ पठित खंड 3 के उपखंड (ख) के प्रमुसरण में केन्द्रीय सरकार, एतद्द्वारा, श्री ग्रार. एम. खंड विशेष महायक, पंजाब एण्ड सिंध बैंक, स्वर्ण मंदिर शाखा, ग्रमृतसर (पंजाब) को पंजाब एण्ड सिंध बैंक के निवेशक मण्डल में 7 फरवरी 1986 से निवेशक नियुक्त करती है।

[स. एफ. 15/7/81-धार्ष. ग्रार.] मतपाल भाटिया, श्रवर सचिव

New Delhi, the 7th February, 1986

S.O. 654.—In pursuance of sub-clause (b) of clause 3 read with sub-clause (2) of clause 9 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1980, the Central Government hereby appoints Shri R. S. Khera, Special Assistant, Punjab & Sind Bank, Golden Temple Branch, Amritsar (Punjab) as a Director on the Board of Directors of Punjab & Sind Bank with effect from 7 February, 1986.

[No. F. 15|7|81-IR] S. P. BHATIA, Under Secy.

### वाणिज्य मंत्रालय

नई दिल्ली, 21 जनवरी, 1986

का. थ्रा. 655:—केन्द्रीय सरकार, राजभाषा (संघ के शासकी र प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप-नियम 4 के समुभरण में निम्नलिखित कार्यालयों को, जिनके कर्मचारिज्ञ ने हिस्दी का कार्यमाधक ज्ञान प्राप्त कर लिया है, प्रधिमुचित करती है:

- दि एल्यिन मिल्स कम्पनी लिमिटेड, कानपुर ।
- 2. माईका टेडिंग कारपोरेशन श्राफ इण्डिया लि., पटना ।

[फाइल सं. ई- 11011/12/76-हिन्दी] जीम प्रकाश गुप्ता, निदेशक

### MINISTRY OF COMMERCE

New Delhi, the 21st January, 1986

- S.O. 655.—In pursuance of sub-rule (4) of rule 10 of the Official Languages (Use of Official Purposes of the Union) Rules, 1976, the Central Government hereby notifies the following offices, the staff whereof have acquired the working knowledge of Hindi:
  - The Elgin Mills Company Ltd., Kanpur.
  - The Mica Trading Corporation of India Ltd., Patna.

[F. No. E-11011|12|76 Hindi|O. P. GUPTA, Director

### नई बिल्ली, 22फरवरी, 1986

का. घा. 656.—निर्यात (क्वांलिटी नियंत्रण और निरोक्षण) प्रधिनियम 1963 (1963 का 22) की धारा 7 की उपधारा (1) द्वारा प्रदत्त मिक्तयों का प्रयोग करने हुए, केन्द्रीय सरकार एसद्वारा मैसर्स जे. बी. बांडा, मैरीन नथा जनरन सर्वे ऐजेन्सिज प्रादेवेट निर्मिटेड, "वेंबू मेंग्रन", 39, राजाज, स्लाई, पोस्ट बाक्स न. 1957, सद्वास, 600001 पर स्थित णाखा को भा इसमें मलगन अनुसूत्री में विनिद्धिट के अनुसार खनिज तथा अयस्कों का निर्यात में पूर्व निरीक्षण करने के लिए भ्रभिकरण के रूप में 11 फरवरी, 1986 से एक और वर्ष की अवधि के लिए मास्यता देती है।

### श्रन्मुची

- ा, फैरोमेंगनीज के धानुमल महित फैरोमेंगनीज,
- निस्तप्त बोक्साइड सहित बोक्साइड,
- 3 मेंगनीज डायकसाइड.
- ा. कॉयनाइट.
- मिलिमेनाइट.
- 6. संकेन्द्रित जिंक सहित कच्चा जिंक.
- 7. परिद•ध और विस्तव्त मेंगनेसाइट सहित मेंगनेसाइट,
- g. बेरा**इ**टिम,
- 9. लाल औक्साइड,
- 10 पीला गैरिक
- 11. मलखंडी,
- 12 स्पतीय (फेस्डस्पार) ।

[फाइल मं. 5(1)/86ई श्रार्थ, एंडर्ड, पी] एन. एम. हरिहरन, निवेशक

New Delhi, the 22nd February, 1986

S.O. 656—In exercise of the powers conferred by subsection (1) of Section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), the Central Government hereby recognises for a further period of one year with effect from 11th February 1986 M/s. J. B. Bodd Marine & General Survey Agencies Pvt. Ltd., "WAVOO MANSION", 39, Roiaji Salai, Post Box No. 1957, Mcdras-600001, as an agency for the inspection of Minerals & Ores as specified in schedule annexed hereto prior to export.

### **SCHEDULE**

- 1. Ferromanganese, including ferromanganese slag-
- 2 Bauxite, including calcined bauxite.
- 3. Manganese Dioxide.
- 4. Kyenite
- 5. Sillimanite
- 6. Zinc Ores, including zinc concentrates
- Magnesite, including dead burnt and calcined magnesite.
- 8. Barytes
- 9. Red Oxide
- 10. Yellow Ochre
- 11. Steatite
- 12. Feldspar.

[F. No. 5(1)[86-EI&EP] N. S. HAHIHARAN, Director

(मुख्य नियंत्रक मायास निर्यात का कार्यालय)

नई दिल्ली, 31 जनवरी, 1986

### आदेश

का. ग्रा. 657:—मैमर्स भारत इलैक्ट्रोनिक्स लि. जलाहाली पोस्ट बंगलीर-560013 को स्वतन्त्र विदेणी मृद्रा के ग्रधीन इसीक्ट्रोनिक्स वेतार उपकरण के विनिर्माण के लिए प्रजीगत माल के श्रायास के लिए 30,76,700/- रुपए (तीस लाख छिहत्तर हजार सात सौ रुपए मात्र)

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के लिए एक आयान ला. सं. श्राई. / सी./जी / 2040771/ सी / एक्स एक्स/90 एव/83/सी जी-2 / एव एस, दिनांक 29-2-1984 दिया गया था।

इस फर्म ने ऊपर लिखित लाईसेंस की मृद्रा बिनियम नियंत्रण प्रयोजन प्रति की प्रनृलिपि प्रति जारी करने के लिए इस प्राधार पर आबेदन किया है कि लाईसेंस की मृल मृद्रा बिनियम नियंत्रण प्रति खो गई या अस्थानस्थ हो गई है। यागे यह भी बनाया गया है कि लाईसेंस की मृद्रा बिनियम नियंत्रण प्रति स्टेट कैक खाफ इण्डिया, जलाहाली बंगलीर-560013 के पास पंजीकृत कराई गई थी प्रीर लाईसेंस का 21,07,748.07/- रुपए मृत्य तक का उपयोग कर लिया गया था।

2. प्रपनं सर्क के समर्थन में लार्डसेंसधारी ने नोटरी पब्लिक बगलीर नगर के सामने विधिवत णपथ लेकर स्टाम्प कागज पर एक शपथ पत दाखिल किया है । मैं, तदन्सार संतप्ट हं कि ग्रायात लार्डसेंस प्रार्ट/ सी जी/2040774 दिनांक 29-2-84 की मृल. मृदा विनियम प्रयोजन प्रिक्ष कर्म से खो गई / अस्थानस्थ हो गई है । यथा संशोधन ग्रायात क्यापार (नियत्रण) ग्रावेश, 1955 दिनांक 7-12-1955 की उप धारा 9 (ग ग) के ग्रधीन प्रदेशन ग्राधिकारों का प्रयोग करने हुए सैंससं भारत श्रीक्ट्रोनिक्स लि. बगलीर को जारी की गई उपर्युक्त मूल मृदा नियंत्रण प्रति सं ग्राई/ सी जी / 2040774, दिनांक 29-2-84 एनंद् बारा रद्द की जाती है।

3. पार्टी को उपर्युक्त लाईसेंस की अनुलिप मुद्रा विनियम नियत्नण प्रयोजन प्रति प्रलग से जारी की जा रही है।

> [स. सी जी 2/डी ई एफ / 27/83-84/1041] . पाल बेक, उप मुख्य नियंत्रक प्रायान-निर्यात कृते मुख्य नियंत्रक, प्रायान-निर्यात

(Office of the Chief Controller of Imports & Exports)

New Delhi, the 31st January, 1986

### ORDER

S.O. 657.—M/s. Bharat Electronics Ltd., lalahalfi Post. Bangalore-560013 were granted an Import Licence No. 1|CG| 2040774|C|XX|90|H|83|CGH|LS dated 29-2-84 for Rs. 30,76, 7600 (Rupees Thirty lakks seventy six thousand and seven hundred only) for import of optical goods for the manufacture of electronics wireless equipment under Free Foreign Fxchange.

The firm has applied for issue of Duplicate Copy of Exchange control purposes copy of the above mentioned licence with list of goods on the ground that the original Exchange Control Copy of the licence has been lost or misplaced. It has further been stated that the Ex. Control copy of the licence was registered with State Bank of India Jalahalli, Bangalore-560013 and the licence was utilized upto the value of Rs. 21.077,43.09.

- 2. In support of their contention the licensee has filled an affidavit on stamped paper duly sworn in before a Notary Public Bangalore City. I am accordingly satisfied that the original Exchange Control copy of Import Licence No. I|CG| 2040774 dated 29-2-84 has been lost or misplaced by the firm. In exercise of the powers conferred under sub-clause 9(cc) of the Import Control Order, 1955 dated 7-12-1955 as amended the said original Ex. Control copy No. I|CG|2040774 dt. 29-2-84 issued to M|s. Bharat Electronics Ltd., Bangalore is hereby cancelled.
- 3. A duplicate Ex. Control copy of the said licence is being issued to the party separately.

[No. CGII|DEF|27|83-84|1041]
PAUL BFCK, Dv. Chief Controller of Imports & Exports
For the Chief Controller of Imports & Fxports

(मंयुक्त पृथ्य नियंषक ग्रायात-निर्यात का कार्यालय)

नई दिल्लं।, 15 दिसम्बर, 1985

को प्रा. 658 —-मुबंश्रा मैटल फाजिस्ज प्राह्मेट लिमिटेड, बी. आई... मायापरं। इंडस्टियल एरिया. नई दिल्ली को एक ग्राथाय लाहसेस सं. गं/के /231067° दिनांक 2-7-95 को अप्रैल मार्च 88 की नीति के गैरा 109(1) के अनर्गन स्टाल फाजिस्स फर्लेसंस के अस्तिम उपयोग हेंनु प्रतिबन्धित फालतू पुर्जी के आधान के लिए 233910/- सूल्य राणि के लिए प्रदान किया गया था।

आवेदक फर्म ने इस बयान के समर्थन में श्रव एक शपथ-पत्न, प्रामिश निर्यान का कार्याविधि पुस्तिका 1985-88 के पैरा 86 के श्रेतर्गंत प्रस्तुत किया है। जिसमें उन्हेंने कहा है कि उक्त लाइसेम का कस्टम प्रयोजन काप। सहायक सामा अधिकारा समाहतों के पास पंजाकृत कराने के बाद एवं श्राणिक रूप में उपयोग करने के बाद कुन बकाया गणि 2276666/--श्रीडने हुए कही खा गई है।

्रुष्ताकेट कस्टम प्रयोजन कापः बकाया राशि 227668/— को पूरा करने के लिए भ्रयेक्षिन है।

प्रतः आयात-व्यापार नियावण श्रादेश । 955 दिनाक 7-12-55 (प्रशासंगोधित) की धारा में प्रदान श्राधिकारों का प्रयोग करते हुए मैं उपरोक्त लाइमेंस सा पा/दा/ 2240673 दि. 2-7-35 का मूल कस्टम प्रयोजन कामा को निरम्भ करने का श्रादेण देता है।

ग्रानेदक को प्रार्थना पर ग्रव ग्रायात-नियति को कार्य निधि-पुस्तिका 1935-38 के पैरा 86 के ग्रनुसार उक्त लाइसेंस स. पार्डा//2240672 दिनांक 2-7-85 का कस्टम प्रयोजन कापा के ग्रामुलिपिक (इंग्लाकंट-कापा) भारा करने पर विकार किया जायेगा।

> [स इ.स. १८ को/३०५/ब्राटो/एएम-३५/ए यू 1/स. एल ए/३१७६] रः एम : नारायणास्त्रामः, उपमुख्य नियंत्रक श्रायात-निर्यात कृते संपुक्त मुख्य नियंत्रक श्रायात-निर्यात

(Office of the Jt. Chief Controller of Imports & Exports)
New Delhi, the 18th December, 1985

### CANCELLATION ORDER

S.O., 658.—M/s. Metal Forging Pvt. Ltd., B. I. Mayapuri Indl. Area, New Delhi, was granted an import licence No. /D/2240672 dated 2-7-85 for Rs. 233910 for import of restricted spares in terms of Para 109(1) of A.M. 8 Policy for the end use Steel forgings steel flances.

The applicant has filed an affidavit as required under para 86 of Hand Book of Import and Export Procedure, 85-88 wherein they have stated that the Custom Purpose copy of the above licence has been lost after having been registered with the Asstt. Collector of Customs, New Delhi and utilised partly leaving 'a balance of Rs. 227668.

A duplicate custom purpose copy is required by the firm to cover the balance value of Rs. 227668.

In exercise of the powers conferred on me under subclause 9(d) in the Import Trade Control Order, 1955 dated 7-12-55 as amended upto date, I cancel the Customs Purpose copy of the above licence.

The applicant (licencee) is now being issued duplicate customs purpose copy of import licence No. P|D|2240672 dt. 2-3-85 for Rs. 227668 in accordance with the provision of paragraph 86 of Hand Book of Import Export Procedure, 85.88

[No. DGTD|303|Au to|AM,85|AU,I|CLA|3|76]
P. S. NARAYANASWAMY, Dy, Chief Controller of Imports & Exports, for Jt. Chief Controller of Imports & Exports.

### विवेश मंत्रालय

नई विल्ली, 31 जनवरी, 1986

का.श्रा. 659:—राजनीयक एवं कोंसर्ला प्रधिकारी (पापम एवं गुल्क) श्रीधिनियम 1948 (1948 का 41वां) की धारा 2 के खंड (क) के श्रनपालम केन्द्र मरकार इसके द्वारा लमाका स्थित भारत के हाई कमीशन में साइफर सहायक श्री एव.एस. सोकी को 18-12-85 से कोंसली एजेंट का कार्य करने के लिए प्राधिकृत करती है।

> [संख्या टी-4330/1/85] भ्रार. वयाकर, उप सचित्र

### MINISTRY OF EXTERNAL AFFAIRS

New Delhi, the 31st January, 1986

S.O. 659.—In pursuance of the clause (a) of Section 2 of the Diplomatic and Consular Officers (Oaths and Fees) Act, 1948 (41 of 1948), the Central Government hereby authorise Shri H. S. Sodhi, Cipher Assistant in the High Commission of India, Lusaka to perform the duties of Consular Agent with effect from 18-12-85.

[No. T. 4330/1/85] R. DAYAKAR, Dy. Secy.

### पैद्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 4 फरवरो, 1986

का. भा. 660.—भारत सरकार के भूतपूर्व ऊर्जा मंत्रालय (पेट्रा-लियम विभाग) की दिनांक 15 सितम्बर, 1983 की प्रधिसूचना संख्या 3689 में भागे और प्राशिक संबोधन करते हुए तेल उद्योग (विकास) प्रितिनयम 1974 (1974 का 47) की धारा 3 की उपधारा (3) के खण्ड (ख) तथा उपधारा (4) द्वारा प्रवत्त शक्तियों का प्रयोग करते हुये केन्द्रीय सरकार एतद्वारा सत्काल प्रभावी नारीख से प्रधिकतम दो वर्षों की प्रविध के लिए तेल उद्योग विकास बोर्ड में निम्नलिखित नियक्तियों करती है, धर्मात्:—

 श्री चन्द्रशेखर†सह पेट्रोलियम औरप्राकृतिक गैस मंत्री भाष्यका

(श्री नवल किशोर शर्मा के स्थान पर)

 श्री के . शाण्डिस्य मंयुक्त सचिव धार्षिक नार्य विभाग विस्त मंद्रालय सबस्य
(श्री दीपक चटर्जी के स्थान पर
कंन्द्रीय सरकार के वित्तीय मामलों
से संबंधित मंद्रालय का प्रसिनिधिश्य करने के लिए नियुक्त)
[एफ. संख्या 7/9/85-वित्त 11]
एम. कुमारस्वामी, निवेशक

# MINISTRY OF PETROLEUM & NATURAL GAS New Delhi, the 4th February, 1986

S. O. 660.—In partial and further modification of the Government of India in the erstwhile Ministry of Energy (Department of Petroleum) notification No. 3689 dated the 15th September, 1983, and in exercise of the powers conferred by sub-section (4) and (b)Clause Sub-section (3) of section 3 of the Oil Industry (Development) Act, 1974 (47 of 1974), the Central Government hereby makes, with immediate effect and for a period not exceeding two years, the following appointments in the Oil Industry Development Board, namely:—

 Shri Chandra Shekhar Singh, Minister of Petroleum & Natural Gas

 Shri K. Sandilya, Joint Secretary, Department of Economic Affairs, Ministry of Finance.

Chairman (vice Shri Nawal Kishore Sharma) Member (appointed to present the Ministry of the Central Government dealing with finance, vice Shri Chatterjec). Deepak

[F.No. 7/9/85-Fin, 11] M. UMARASWAMI, Director

### ऊर्जा मंत्रालय

(कोयला विभाग)

नई दिल्मी, 4 फरवरी, 1986

का. ग्रा. 661.—केन्द्रीय सरकार को यह प्रतीत होना है कि इससे उपाबद्ध भनुसूची मे उष्टिलखित भृमि से कोयला प्रभिप्राप्त किए जाने की संभावना है;

मतः केन्द्रीय सरकार, कोयला धारक क्षेत्र (ग्रर्जन ग्रीर विकास) ग्रिधिनियम, 1957 (1957 का 20) की धारा 4 की उपधारा (1) ब्रारा प्रवस्त क्षित्रयों का प्रयोग करते कुए उस क्षेत्र में कोयले का पुलक्षण करने के भ्रपने ग्राणय की मूचना देती है )

इस अधिसूचमा के अधीन आने वाले क्षेत्र के रेखांक सं. सी-1 (ई) (III) ई. आर. 301-1085 तारीख 7 अक्तूबर, 1985 का निरीक्षण बेस्टर्न कोलफील्डस लिमिटेड (राजस्व अनुभाग) कोल एस्टेंट सिविल लाईन्स, नागपुर 140004 के कार्यालय में या कलक्टर, शहडोल (मध्य अदेश) के कार्यालय में अथवा कोयला नियंत्रक, 1 काउन्सिल हाउस स्ट्रीट, कलकरता के कार्यालय में किया जा सकता है।

इस भिष्ठसूचना के अधीन आने वाली भूमि में हिसवद कोई व्यक्ति उक्त प्रधिनियम की धारा 13 की उपधारा (7) में निर्दिष्ट सभी नक्शों, धार्टो और अन्य दस्तावेजों को, इस अधिसूचना के राजपन्न में प्रकाशन की तारीख में नक्बे दिन के भीतर राजस्य अधिकारी धेस्टर्न कोलफील्डम लिमिटेड कोयला एस्टेट, सिबिल लाईन्स नागपुर-440001 की भेजेगा।

### **यन्**सूचः

### पिनौरा ग्लाक

सोहागपुर कोलफील्ड

जिला शहडोल (मध्य प्रदेश)

(पर्वेक्षण के लिए अधिस्चित भमि)

·							
क.सं. ग्राम	साधारण संख्या	तहमील		क्षे <b>त्र है</b> क्टर में	टिप्पण		
1. <b>ब</b> हिरदें	475	वाद्यवगढ्	गहडोल	17.123	—-— भाग		
2 पिपड़ारी	414	J1	,	60,057	11		
3. मोहगवां	582	13	n	59,538	11		
4 पिनोरा	413	1.1	11	461.029	11		
<ol> <li>देवरी ग्रमहाई</li> </ol>	334	11	"	275.498	सम्पूर्ण		
6. मरदरी	589	"	,,,	21.075	भाग		
<ol> <li>मसूरपानी</li> </ol>	611	***		27.925	"		
<ol> <li>महुरा</li> </ol>	577	17	11	288.751	सम्पूर्ण		
9. <b>भाभा</b> डोगरी	27	11	11	155.696	भाग		
10. देवरी	39	7 1	71	100.109	11		
11. डगडोवा	390	,,,	• 11	697.075	11		
12. कोहका	135	11	"	115,916			
13. खंड संख्या पी	करकेली	उमरिया	11	65.235	11		
186 <b>V</b> l	रेज	द्रिवीजन					
<del>ग</del> ुल क्षेत्र	23	45.027	<b>हैक्ट</b> रस	 (लगभग)	~		
;	या	5794.68	एकड्स	(लगभग)			

सीमा वर्णनः

क - च रेखा "क" बिन्दु से प्रारंभ होती है ग्रीर पिनौरा गांव से गुजरती हुई उसी गांव में "च" बिन्दु पर मिलती है।

ख--ग रेखा पिनौरा मरदरी, भाभाडोंगरी, इगडोवा भौर कोहक ग्रामों में गुजरती है और करनपुरा तथा कोहका ग्रामों की सम्मिलित सीमा पर "ग" बिन्दु पर मिलती है।

ग- प	रेखा करनपुरा भ्रीर कोहका, करनपुरा श्रीर डंगडोवा तथा
	अहांगी और इगडोवा ग्रामों की सम्मिलन ग्राम सीमा के
	साथ-साथ जलती हुई गोहट नाला, के मध्य में "घ" बिन्दु
	पर मिलती है।

- च—क रेखा गोहट नाला के बीच होकर गुजरती है और उसी नाला पर "क" बिल्दू पर मिलती है।
- इ.—च रेखा देवरी, मसूरपानी, पिनौरा, मोहगंवा, बहिरदे ग्रामों से होकर गुजरती है श्रीर बहिरदें ग्राम में "च" बिन्दु पर मिलती है।
- च—क रेखा बहिरदें पिनौरा, पिपड़ारी ग्रामों से होकर गुजरती है श्रौर पिनोरा ग्रौर पिपडारी ग्रामों के सम्मिलित सीमा पर मिलती है जो ग्रारंभिक बिन्दु "क" है।

[सं. 43015 / 27 / 85/सी ए] समय सिंह, भ्रवर मनिव

### MINISTRY OF ENERGY

(Department of Coal)

New Delhi, the 4th February 1986

S. O. 661—Whereas it appears to the Central Government that coal is likely to be obtained from the lands mentioned in the Schedule hereto annexed;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government hereby gives notice of its intention to prospect for coal therein.

The plan bearing No. C-1(E) III/ER/301-1085 dated the 7th October, 1985 of the area covered by this notification can be inspected at the Office of the Western Coalfields Limited (Revenue Section), Coal Estate, Civil Lines, Nagpur-440001 or at the Office of the Collector, Shahdol (Madhya Pradesh) or at the Office of the Coal Controller, 1, Council House Street, Calcutta.

All persons interested in the lands covered by this notification shall deliver all maps, charts and other documents referred to in sub-section (7) of section 13 of the said Act to the Revenue Officer. Western Coalfields Limited. Coal Estate, Civil Lines, Nagpur-440001 within ninety days from the date of publication of this notification.

# THE SCHEDULE PINOURA BLOCK SOHAGPUR COALFIELD

### DISTRICT SHAHDOL (MADHYA PRADESH

(Lands notified for prospecting)

S. Village	G.	Tahsil	Distt.	Area in	Re-
No.	No.	,		hectares	marks
$-1 - \overline{2}$	3	_ 4	5_	6	7
1. Bahirden	475	Bandho- garh	Shah- dol	17.123	Part
2. Piprari	414	Bandho- garh	Shahdol	60.057	Part

		:				
I	2	3	4	5	6	7
3.	Mohgawan	582	Bandho- garh	Shahdol	59.538	Part
4.	Pinoura,	413	Bandho- garh	Shahdol	461.029	Part
5.	Deori Amhai	334	Bandho- garh	Shahdol	275.498	Full
6.	Mardari	589	Bandho- garh	Shahdol	21.075	Part
7.	Masurpani	611		Shahdol	27.925	Part
8.	Mahura	577	Bandho- garh	Shahdol	288.751	Full
9.	Amadongri	27	Bandho- garh	Shahdol	155,696	Part
10.	Deori	391	Bandho- garh	Shahdol	100.109	Part
11.	Dagdowa	390	Bandho- garh	Shahdol	697.075	Part
12.	Kohka	135	Bandho- garh	Shahdol	115.916	Part
13.	Compart- ment No.		- Umaria Division		65.235	Part
	P186 VI	Tang	,c			
	Total A	 геа:		ta	45.027 res (appro ately)	hec- xi-
		C	r	57	94.68 acre pproximat	_

### Boundary description:

- A-- B Line starts from point 'A' and passes through village Pinoura and meets in the same village at point 'B'.
- B-C Line passes through villages Pinoura, Mardari, Ama Dongri, Dagdowa and Kohka and meets on the common boundary of villages Karanpura and Kohka at point 'C
- C-D Line passes along the common village boundary of villages Karanpura and Kohka.

  Karanpura and Dagdowa and Lahangi and Dogdowa and meets in the centre of Gochhat Nala at point 'D'.
- D-E Line passes along the centre of Gochhat Nala and meets in the same Nala at point'E'.
- E-F Line passes throuth villages Deori, Masurpani, Pinoura, Mohgawan. Bahirden and meets in the village Bahirden at point 'F'.
- F—A Line passes through villages Bahirden, Pinoura, Piprari and meets on the common boundary of villages Pinoura and Piprari at starting point 'A'.

[No. 4301 5/27/85-CA] SAMAY SINGH, Under Secy.

	काद्य और नागरिक पूर्ति	मंत्रालय	(1)	( ৭)	(3)
	(नागरिक पूर्ति क्रिभाग)		4 2.	0320824	1986-07-31
	भाग्तीय मानक संस्था		43.	0335031	1986-03-15
			-1 1-	0338037	1986-03-15
	नई दिल्ली, 28 <b>गन</b> वरी, 19		4.5	0357314	1986-03-31
	८६2 -—समय-समय पर अंशोधिः		16.	0361947	1986-03-15
,	न) विनियम 1955 के विनियम		47.	0370538	1986-02-15
,	रतीय मानक सम्याद्वारा प्रधिसू <del>वि</del>		48.	0371641	1986-02-15
	के क्यौरे नीचे भ्रनुसूची में दिए ग	ए हैं, उनका मार्च 1985	49.	0371914	1986-02-15
में नवीकरण	किया गया है ।		50	0372037	1985-02-15
	ग्रत्गूची		51.	0373039	1986-02-28
			5 %. 	0373342	1986-03-15
कम	सीएमएल	वैध तक	5.3-	0374314	1986-03-15
<b>संख्</b> या	मंख्या 		54.	0374849	1986-03-15
(1)	(2)	(3)	5.5	0376247	1986-03-31
-	0038831	1986-03-15	56.	0377653	1986-03-31
1.	0048731	1986-03-15	57.	0382040	1986-03-31
2		1986-01-31	58-	0383648	1986-01-31
3.	0052928 0099853	1986-02-15	59.	0394350	1985-09-15
4.		1983-02-15	60.	0394552	1986-02-28
5.	0101511	1986-08-16	61.	0416132	1986-02-28
6.	0112718 0113821	1985-03-15	62	0417639	1986-01-31
7.	0118427	1986-02-28	63.	0418338	1986-01-31
8.	0149438	1986-02-23	64.	0419946	1986-01-31
9.	0154734	1986-02-15	65.	0421024	1986-02-15
10.	0160527	1986-03-15	. 66-	0421731	1986-02-28
11.		1986-03-15	67.	0423735	1986-02-28
12.	0165032 0179144	1986-03-11	68.	0437140	1986-02-15
1 3.		1985-12-31	69.	0440735	1986-02-15
14.	0187850 0189551	1986-01-31	. 70-	0461440	1985-09-30
15. 16.	0214425	1986-01-15	71.	0476049	1985-12-31
	0222018	1986-01-31	7 2.	0480343	1986-03-15
17. 18.	0224830	1986-02-15	73.	0483551	1986-03-15
19.	227028	1986-02-28	74.	0485252	1986-03-15
	0227331	1986-02-28	75.	0494051	1995-02-28
20. 21.	0228131	1985-12-31	76.	0494556	1986-02-28
22.	0237738	1986-02-15	77	0495861	1986-03-15
23.	0245737	1986-03-31	78.	0496560	1986-03-15
24.	0245838	1986-03-31	79	0496762	1986-01-31
25.	0247842	1985-12-15	80	0496863	1986-03-15
26.	0253736	1986-02-15	81.	0497966	1986-01-31
27.	0257542	1986-03-15	82.	0503026 0504028	1986-02-28
28.	0259041	1986-03-15	83		1986-02-28
29.	0259142	1986-03-15	84.	0505131	1986-02-28
30.	0261836	1986-01-31	85.	0505838 0506638	1986-03-31 1986-03-15
31.	0262838	1986-03-31	86.		
32.	265945	1986-03-31	87.	0506739	1988-03-15
33.	273843	1985-11-30	88.	0506840	1986-03-15
34.	0284444	1986-02-28	89.	·0509038 0510528	1986-03 <b>-</b> 31 1986-03 <b>-</b> 15
35.	0286751	1986-02-15	90.		1986-03-15
36.	0287652	1986-03-31	91.	0532437 0536647	1986-03-15
37.	0292241	1986-02-15	92. 02	0540537	1986-0315
38	0294144	1986-02-23	93. 6.1	. 0548250	1985-08-31
39	0298657	1986-02-15	94. 95.	0557453	1986-02-28
40.	0299780	1986-03-31	95. 96-	0563751	1986-03-15
41.	0300315	1986-03-31	97-	0565755	1986-02-28

( 1 )	(2)	(3)	(1)	(2)	(3)
98.	0567254	1985-11-30	153.	0697469	1986-02-28
99	0572146	1986-01-15	154	0724446	1986-01-15
100.	0583858	1986-01-31	155.	0729860	1985-02-15
101.	0585963	1988-02-15	156	0737657	1985-11-30
102	0589163	1986-02-15	157.	0738558	1986-02-15
103.	0589264	1986-02-15	158.	0743349	1985-12-31
104.	0589 <b>76</b> 7	1986-02-15	159.	0745757	1986-03-15
105.	0591251	1986-02-28	160.	0749967	198 <b>6-</b> 01-31
106.	0591352	1986-02-15	161.	0750144	1986-03-15
107.	0591453	1986-02-28	162.	0751449	1986-02-15
103.	0592253	1986-03-15	163.	0751651	1986-02-15
109-	0592455	1986-02-28	164.	0751752	1986-02-15
110.	0592556	1988-02-28	165.	0753453	1986-02-28
111.	0592859	1986-02-28	166.	0754253	1986-02-28
112.	0594156	1986-02-28	167.	0754758	1986-02-28
113	0595966	1986-03-15	168.	0756560	1986-02-28
114	0597566	1986-02-28	169.	9756661	1986-02-26
115.	0600024	1986-02-28	170.	0756762	1986:02-28
	0612233	1985-12-31	171.	0756964	1986-02-28
116.	0640339	1986-03-15	172.	0757764	1986-02-28
117.		1986-02-15	1 <b>7 3</b> .	0758463	1986-02-28
118.	0646452	1986-02-19	174.	0758867	1986-03-1
119	0647151	1986-03-15	175.	0760046	1986-03-1
120.	0649155		176.	0763153	1986-03-3
121.	0654047	1986-03-31	177.	0766361	1986-03-3
122	0658863	1985-12-31	1.78.	0768062	1986-04-1
123.	0659865	1985-12-31	179.	04 83159	1985-97-1
124.	0660547	1986-02-15	180.	0783563	1986-02-2
125	0665557	1986-02-28	181-	073967	1985-09-30
126.	0671451	1986-02.28	182	0791259	1985-10-3
127.	0673657	1986-02-15		0795469	
128	0673758	1986-01-31	183.		1995-09-31
129.	0673960	1986-02-15	184.	0804545	1985-10-1
130.	0674861	1986-02-15	185.	0806650	1985-10-3
131.	0675762	1986-02-15	186.	0806452	1985-10-3
132.	0675964	1986-02-15	187.	0815043	1986-02-2
133-	0676259	1986-02-28	188.	0818758	1985-12-19
134.	0676764	1986-02-28	189.	0823347	1985-12-3
135.	0676966	1986-02-28	190.	0831952	1986-01-3
136.	0677261	1986-02-28	191.	0832449	1986-03-1
137.	0677665	1986-02-28	192.	0832550	1986-03-1
138-	0677766	1986-02-28	193.	0835253	1985-12-3
139-	0678364	1986-02-28	194.	0835455	1986-01-3
140-	0678566	1986-02-28	195.	0836053	1986-02-1
141-	0679467	1986-02-28	196.	0836154	1986-02-1
142-	0679568	1986 <del>-</del> 02-28	197.	0836356	1986-02-1
143-	0679660	1986-02-28	198.	0837459	1986-02-2
144.	0679770	1986-02-28	199.	0837661	1986-01-3
145.	0681050	1986-03-15	200.	0838966	1986-02-2
146-	0679972	1986-02-28	201.	0839059	1986-02-2
147-	0681252	1986-03-15	202.	0839463	1986-02-2
148-	0682052	1986-03-15	203.	0839665	1986-03-1
149-	0682658	1986-03-15	204.	0842048	1986-03-1
150-	0683054	1986-03-15	205.	0842149	1986-03-1
151	0685361	1986-03-15	206-	0842250	1986-03-1
152	0688872	1986-03-31	207,	0842452	1986-03-1

(1)	(2)	(3)	(1)	(2)	(3)
208.	0843050	1986-03-15	263.	0947567	1986-03-15
209.	0843151	1986-03-15	264.	0947870	1986-03-15
210.	0843959	1936-03-15	265-	0949066	1986-03-15
211.	0844153	1986-03-15	266	0949470	1986-03-15
212	0845155	1986-02-28	267.	0949571	198 <b>6</b> -03-15
213.	0845357	1986-06-30	268.	0950051	1986-03-15
214.	0847058	1986+03-31	269.	0951457	1986-03-15
215.	0847260	1986-03-15	270.	0951659	1986-03-15
216.	0857361	1986-03-15	271.	0953360	1986-0 <b>3-31</b>
217.	0847462	1986-03-31	272.	0953764	1986-03-31
218.	0847866	1986-03-31	273.	0956669	1986-03-31
219,	0848363	1986-03-31	274.	0956871	1986-03-15
220.	0850047	1986-03-15	2,7 5.	0957772	1986-03-31
221.	0850855	12 8 6- 03 31	276-	0959574	1986-0 <b>3-3</b> 1
222.	0851958	1986-03-31	277.	0959776	1986-03-31
223	0852758	1986-04-15	278.	0961763	1986-03-31
224.	0891364	19\$86-02-28	279.	0962967	1986-04-30
225.	0899784	1986-06-30	280-	0983773	1985-07-31
226.	0908759	1985-11-15	281.	0993271	1985-09-15
227-	0912346	1986-11-15	282.	0993675	1985-09-15
228.	0919865	1985-11-30	283.	0995679	1985-09-30
	0922753	1985-12-15	284.	0998180	1985-09-30
229. 230.	0931754	1986-03-15	285.	0999384	1985-09-30
231.	0933152	1986-01-31	286.	1009124	1986-03-31
232.	0933657	1986-01-31	287	1011414	1985-11-30
233.	0935560	1986-02-15	288.	1014016	1985-12-15
234.	0935661	1986-02-15	289.	1014824	1985-12-15
235.	0935863	1986-02-15	290-	1015119	1985-12-15
236-	0936057		291-	1018529	1985-12-15
237.	0938263	1986-02-28	292.	1020213	1985-12-31
238.	0938465	1986-02-15	293.	1024221	1986-01-31
239.	0938566	1986-02-15	294.	1025122	1986-01-15
240.	0938869	1986-02-15	295.	1028128	1988-01-31
241.	0938970	1986-02-15	296-	1029130	1986-02-15
242.	0940149	1986-02-15	297.	1029736	1986-02-15
243.	0940654	1986-02-15	298.	1030115	1986-02-15
244.	0941151	1986-02-28	299.	1030317	1986-02-15
245.	0941757	1986-02-15	300.	1030620	1986-02-15
246.	0941858	1986-02-15	301.	1030822	1986-02-15
247.	0941959	1988-02-15	302.	1031016	1986-02-15
248.	0942052	1986-02-15	303-	1031319	1986-02-15
249.	0942557	1986-02-28	304.	1031925	1986-02-15
<b>45</b> 0∙	0943458	1986-01-31	305.	1032018	1986-02-15
251-	0943559	1986-02-15	306.	1032220	1986-02-15
252	0943660	1986-02-28	307.	1032826	1986-02-15
253.	0943761	1986-02-28	308.	1033828	1986-02-15
254.	094396?	1986-02-28	309.	1034628	1985-01-31
255.	0944258	1986-02-28	310.	1034931	1986-02-15
256.	0944460	1986-02-28	311.	1035226	1986-02-15
257.	0944965	1986-02-28	312	1035327	1986-02-15
258.	0945260	1986-02-28	313.	1036329	1986-02-15
259.	0945967	1986-02-28	314.	1027129	1986-02-15
260.	0946161	1986-02-28	315	1038131	1986-02-28
	0946565	1986-02-28	316.	1039032	1986-02-2
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318.	1039335	1986-02-28	373.	1148239	1986-01-15
319	1039436	1986-02-28	374. 375	1148441	1986-01-31
320.	1039537	1985-02-28	375. 376.	1149948 1153030	1986-02-15
321.	1039638	1986-02-28	376. 377.	1153232	1986-02-15
322.	1040219	1986-03-15	377. 378.	1153636	1986-02-15
323.	1040320	1986-02-28	379.	1153638	1938-01-31
324.	1040926	1986-03-15	380.	1154133	1986-02-15
325.	1041726	1986-03-15	381.	1155236	1986-02-15
326.	1042425	1986-03-15	382.	1155640	1986-02-15
327.	1042526	1986-03-15	383.	1155741	1986-02-15
328.	1042627	1986-02-28	384.	1155943	1986-02-15
329.	1044429	1986-03-15	385.	1156238	1986-02-15
330	1044530	1986-03-31	386.	1156440	1986-02-15
331.	1044732	1985-03-15	387.	1157240	1986-02-15
332	1044833	1986-03-15	388.	1157341	1986-02-15
333.	1045229	1986-03-15	389.	1157442	1986-01-31
334.	1045532	1986-03-15	390.	1157543	1986-02-15
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337.	1047940	1986-03-15	393.	1158040	1986-02-15
	1048134	1986-03-15	394.	1158141	1986-02-13
338.	1048942	1986-03-15	395.	1158444	1986-02-15
339.	1049136	1986-03-15	396.	1158545	1986-01-31
340.	1049237	1986-03-15	397.	1158646	1986-02-15
341. 342.	1050929	1986-03-15	398.	1158747	1986-02-15
343-	1051224	1986-03-15	399.	1160027	1986-02-15
344.	1051325	1986-03-15	400.	1160128	1985-02-15
	1053430	1986-03-15	401.	1160330	1936-02-15
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	1056032	1986-08-15	405.	1162031	1989-02-23
349. 350.	1056133	1986-03-15	406.	1162132	1984-02-28
351.	1058440	1986-03-15	407.	1162233	1986-02-28
352	1059745	1986-03-31	408.	1162334	1956-02-28
353	1059846	1986-03-15	409.	1162536	1985-02-28
354.	1061833	1986-03-15	410.	1162738	1986-02-28
355-	1062936	1986-03-15	411.	1162#39	1986-02-28
356.	1063130	1986-03-15	412	1162940	1936-02-28
357.	1065538	1986-03-31	413.	1163235	1986-02-28
358.	1071634	1986-03-31	414.	1163336	1986-02-28
359.	1073032	1986-03-31	415.	1163437	1950-02-28
360-	1075945	1986-03-15	416.	1164136	1986-02-15
361.	1079347	1986-02-15	417.	1164540	1986-02-28
362	1100009	1986-03-15	418.	1164742	1986-02-15
363-	1102316	1985-07-31	419	1184843	1986-02-28
364-	1108631	1985-08-31	420.	1165340	1986-02-28
365.	1110517	1985-08-31	421.	1165441	1986-02-28
36C-	1119535	1986-02-15	422	1165547	1986-02-28
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368	1136838	1985-12-15	424	1166544	1986-02-28
369.	1139238	1985-12-31	425.	1166847	1986-02-28
370.	1140526	1985-12-31	426.	1167142	1986-02-28
	1141023	1985-12-31	427.	1167243	1986-03-15
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430.	1167546	1986-03-15	486.	1274850	1986-02-15
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432	1167748	1986-03-15	488	1275044	1986-02-15
433.	1168447	1986-03-15	489	1275246	1986-02-15
434.	1168649	1986-03-15	490	1375549	3986-02-15
435.	1169146	1986-03-15	491	1276147	1986-02-15
436.	1169247	1986-03-15	492.	1276248	1986-02-15
437	1169348	1986-03-15	493	1276652	1986-01-31
438.	1170636	1986-03-15	494.	1276753	1986-02-15
439.	1170737	1986-03-15	495	1277048	1986-02-28
440	1170838	1986-03-15	496:	1277250	1986-02-28
441.	1171436	1986-03-15	497	1 <b>2774</b> 52	1986-02-28
442	1172840	1986-03-31	498	1277957	1986-02-28
443.	1173945	1986-03-15	499	1278252	1986-02-28
444.	1174038	1986-03-15	500	1278454	1986-02-28
445.	1174745	1986-03-31	501.	1278656	
446	1174846	1986-03-31		1278757	1986-02-15
447-	1174947	1986-03-15	5 û 2.		1986-02-15
448	1175545	1986-03-15	503.	1279456	1986-02-28
449.	1176345	1986-03-15	50 4.	1279961	1986-02-28
450	1176850	1986-03-31	505	1280239	1986-02-28
451	1179452	1986-04-30	506-	1280542	1986-02-28
452.	1202724	1985-07-15	507	1280946	1986-02-15
453	1232127	1985-09-15	508	1281039	198-602-15
454.	123794	1985-09-30	509	1281140	1986-02-28
455	124684!	1985-11-15	510	1281746	1986-02-28
456.	1261639	1985-12-31	511	1281847	1986-02-28
457	1262641	1986+01-15	5 1 2·	1282041	1986-02-28
458	1262742	1988-01-15	513	1282142	1986-02-28
459.	1263340	1986-01-15	514	1282344	1986-02-28
460	1263744	1986-01-15	5 1 5·	1282647	1986-02-28
461	1264544	1986-01-15	516	1282849	1986-02-28
462.	1266548	1986-01-15	517	1282950	1986-02-28
463	1266851	1986-01-15	518.	1283144	1986-02-28
464	1267651	1986-01-31	519.	1283245	1986-02-28
465.	1268148	1986-01-31	520.	1283346	1986-02-28
466,	1268451	1986-01-31	521	1283147	1986-02-28
467.	1268855	1986-01-31	5 2 2	1283548	198 <del>6</del> -02-28
. 468.	1270135	1986-01-31	523-	1284753	1986-03-15
469.	1270236	1986-01-31	524	1284954	1986-03-15
470.	1270337	1986-01-31	5 2 5-	1285956	1986-03-15
471.	1271238	1936-01-31	526	1286150	1986-03-15
47,2	1271339	1986401-31	527.	1286554	1986-03-15
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47.6.	1272745	1986-02-15	531	1287758	1986-03-15
477.	1272846	1986-02-15	532	1288255	1986-03-15
478-	1273141	1986-02-15	533	1288356	1986-03-15
479-	1273242	1986-02-15	534-	1288861	1986-03-15
	1273444	1986-02-15	535	1289257	19 <b>86</b> -03 <b>-3</b> 0
480.	1273848	1986-01-31	<b>5</b> 36-	1290040	1986-03-15
481,	1274042	1986-01-31	537	1290343	1986-03-15
482.	1274446	1986-02-15	538,	1290444	1986-03-31
483.	1274445	1986-02-15	539-	1290545	1986-03-15

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[भाग II—खण्ड ३(ii)]		भारत का राजपत्र : फरवेरी 2	भारत का राजपन्न : फरवेरी 22, 1986/काल्गुन 3, 1907			
(1)	(2)	(3)	(1)	(2)	(3)	
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543	1293854	1986-03-31	25.	0247842	1986-02-15	
544.	1294351	1986-03-31	26.	0253736	1986-03-15	
545.	1294654	1986-03-31	27. 26	0257542	1986-03-15	
<b>54</b> 6.	1296456	1986-03-31	26. 20.	0259041	1986-03-15	
5 4 7.	1298662	1986-03-31	29. 20.	0259142 0261836	198 <b>6-0</b> 1-31	
548	1299361	1986-03-31	30.	0262838	1986-03-31	
549	1304328	1986-08-31	31. 32.	0265945	1986-03-31	
- '		[सं. सीएमकी/13:12]		0203943 027384 <b>3</b>	1985-11-30	
	<u>-</u> .	[ , ,	33. 34.	0284444	1986-02-28	
			3 <del>4</del> . 35.	0286751	1986-02-15	
MINIS	TRY OF FOOD &	CIVIL SUPPLIES	33. 36.	0287652	1986-03-31	
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	(Department of Civ		37.	0292241	1986-02-15	
*3.5*	•			0292241	1986-02-13	
INI	DIAN STANDARDS	SINSTITUTION	38.	0298657	1986-02-15	
-	New Delhi, the 28th J	anuary, 1986	39.		1986-03-31	
SO 6	62In nursuance o	f sub-regulation (1) of	40.	0299760		
	_	Standards Institution	41. 42.	0300315	1986-03-31 1986-07-31	
_		ons 1955, as amended	42. 43.	0320624		
``		Standards Institution,		0335031	1986-03-15	
		cences, particulars of	44. 45	0338037	1986-04-15	
-		owing Schedule, have	<b>45</b> .	0357344	1986-03-31	
	wed during the mon		46.	0364947	1986-03-15	
occii iciic			<b>47</b> .	0370538	1986-02-15	
	THE SCHE	DULE	48.	0371641	1986 02 15	
			49.	0371944	1986 02-15	
SI	CM/L	Vaid	5 <b>0</b> .	0372037	1986-02-15	
No.	$N_{0}$ .	upto	51.	0373039	1986-02-28	
	(2)	/2>	52.	0373342	1986-03-15	
(1)	(2)	(3)	53.	0374344	1986-03-15	
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1	0038631	1986-03-15	55.	0376247	1986-03-31	
2.	0046731	1986-03-15	56.	0377653	1986-03-31 198 <b>6-0</b> 3-31	
3.	0052928	1986-01-31	5 <b>7</b> .	0382040		
4.	0099853	1986-02-15	58.	0383648 0394350	1986-01-31 1985-09-15	
5.	0101511	1986-03-15	59.	0394552	1986-02-28	
6. 7	0112716	1985-08-31	60. 61.	0416132	1986-02-28	
7.	0113821	1986-03-15	62.	0417639	1986-01-31	
8.	0118427 0149438	1086-02-28	63.	0418338	1986-01-31	
9.	0149436 0154754	1986-02-26	64.	0419946	1986-01-31	
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11. 12.	0165032	1986-03-15	66.	0411731	1986-02-28	
13.	0179144	1986-03-15	67.	0423735	1986-02-28	
13.	0187850	1986-03-31	68.	0437140	1986-02-15	
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16.	0214423		69. 7 <b>0</b> .			
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17.		1986-01-31	71.	0476049	1985-12-31	
18.	0224830	1986 <b>-02</b> -15	72.	0480343	1986-03-15	
19.	0227028	1986-02-28	73.	0483551	1986-03-15	
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21.	0228131	1985-12-31	75.	0494051	1986-02-26	
<del>1</del> 2.	0237738	1 <b>986-02-</b> 15	76.	0494556	1 <b>986-02-2</b> 8	

(1)	(2)	(3)	(1)	(2)	(3)
188.	081 8758	1985-12-15	244.	0941151	1986-02-28
189.	0823347	1985-11-31	245.	0941 <i>7</i> 57	1986-02-15
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192.	0832550	1986-03-15	248.	0942052	1986-02-15
193.	0835253	1985-12-31	249.	0942557	1986-02-28
194.	0835455	1986-01-31	250.	0943458	1986-01-31
195.	0836053	1986-02-15	251.	0943559	1986-02-15
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198.	0837459	1986-02-28	254.	0943963	1986-02-28
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200.	0838966	1986-02-28	256.	0944460	1986-02-28
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202.	08 <b>39463</b>	1986-02-28	258.	0945260	1986-02- <b>28</b>
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204.	0842048	1986-03-15	260.	0946161	1986-02-28
205.	0842149	1986-03-15	261.	0946565	1986-02-28
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206.	0842250	1986-03-15	263.	0947567	1986-03-15
207.	0842452		264.	0947870	1986-03-15
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209.	0843151	1986-03-15	266.	0949470	1986-03-15
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211.	0844153	1986-03-15	268.	0950051	1986-03-15
212.	0845155	1986-02-28	269.	0951457	1986-03-15
213.	0845357	1986-06-30		0951659	1986-03-15
214.	0847058	1986-03-31	270.	0951059	1986-02-31
215.	0847260	1986-03-15	271.		1986-03-31
216.	0847361	1986-03-15	272.	953764	1986-03-31
217.	0847462	1986-03-31	273.	0956669	
218.	084 <b>786</b> 6	1986-03-31	274.	0956871	1986-03-15
219.	0848363	1986-03-31	275.	0957772	1986-03-31
220.	0850047	1986-03-15	276.	0959574	1986-03-31
221.	0850855	1986-03-31	277.	0959776	1986-03-31
222.	0851958	1986-03-31	278.	0961763	1986-03-31
223.	085 <b>27</b> 58	1986-04-15	279.	0962967	1986-04-30
224.	0891364	1986-02-28	280.	0983773	1985-07-31
225.	0899784	1986-06-30	281.	0993271	1985-09-15
226.	0908759	1985-11-15	282.	0993675	1986-09-15
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228.	0919865	1985-11-30	284.	0998180	1985-09-30
229.	0922753	1985-12-15	285.	0999384	1985-09-30
230.	0931754	1986-03-15	286.	1009124	1 <b>9</b> 86- <b>03-3</b> 1
231.	0933152	1986-01-31	287.	1011414	1985-11-30
232.	0933657	1986-01-31	288.	1014016	1985-12-15
233.	0935560	1986-02-15	289.	1014824	1985-12-13
234.	0935661	1986-02-15	290.	. 1015119	1985-12-1:
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236.	0936057	1986-03-15	292.	1020213	1985-12-31
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238.	0938465	1986-02-15	294.	1025122	1986-01-1:
239.	0938566	1986-02-15	295.	1028128	1986-01-3
240.	0938869	1986-02-15	296.	1029130	1986-02-1
241.	0938970	1986-02-15	297.	1029736	1986-02-1
242.	0940149	1986-02-15	298.	1030115	1986-02-1
243.	0940654	1986-02-15	299.	1030317	1986-02-1

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300.	1030620.	1986-02-15	355.	1062936	1986-03-15
301.	1030822	1986-02-15	<b>356</b> .	1063130	1986-03-15
302.	1031016	1986-02-15	357.	1065538	1986-03-31
303.	1031319	1986-02-15	358.	1071634	1986-03-31
304.	1031925	1986-02-15	359.	1073032	1986-03-31
305.	1032018	1986-02-14	3 <b>60</b> .	1075945	1986-03-15
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307.	1032826	1986-02-15	362.	1100009	1986-03-15
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309.	1034628	1985-01-31	364.	11 <b>0</b> 8631	. 1985-08-31
310.	1034931	1986-02-15	365.	111 <b>0</b> 517	1985-08-31
311.	1035226	1986-02-15	366.	1119535	1986-02-15
312.	1035327	1986-02-15	367.	1132022	1986-02-28
313.	1036329	1986-02-15	368.	1136838	1985-12-15
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316.	1039032	1986-02-28	371.	1141023	1985-12-31
317.	1039234	1986-02 <b>-2</b> 8	372.	1141326	1985-12-31
318.	1039335	1986 <b>-02-2</b> 8	373.	1148239	1986-01-15
319.	1039436	1986-02 <b>-2</b> 8	374.	1148441	1986-01-15
320.	1039537	1986-02-28	375.	11 <b>4994</b> 8	1986-01-31
321.	1039638	1986-02:28	37 <b>6</b> .	1153030	1986-02-15
322.	1040219	1986-03-15	377.	1153232	1986- <b>0</b> 2-15
323.	1040320	1986-02-28	378.	1153636	1986-02-15
324.	1040926	1 986- <b>03-1</b> 5	379.	1153838	1986-01-31
325.	1041 <b>72</b> 6	1986-03-15	380.	1154133	1986-02-15
326.	1042425	19 <b>86-03-1</b> 5	381.	1155236	1986-02-15
327.	1042526	1986-03-15	382.	1155640	1986-02-15
328.	1042627	1986-02-28	383.	1155741	1986- <b>02-15</b>
329.	1044429	1986-03-15	384.	1155943	1986-02-15
330.	1044530	1986-03-31	385.	1156238	1986-02-15
331.	1044732	1985-03-15	386.	1156440	1986-02-15
332.	1044833	1986-03-15	387.	1157240	1986-02-15
333.	1045229	1986-03-15	388.	1157341	1986-02-15
334.	1045532	1986-03-15	389.	1157442	1986-01-31
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337.	1047940	1986-03-15	392.	1157846	1986-02-15
338.	1048134	1986-03-15	393.	1158040	1986-02-15
339.	1048942	1986-03-15	394	1158141	1986-02-15
<b>340</b> .	1049136	1986-03-15	395.	1158444	1986-02-15
341.	1049237	1986-03-15	<b>396</b> .	1158545	1986-01-31
342.	1050929	1986-03-15	397.	1158646	1986-02-15
343.	1051224	1986-03-15	398.	1158747	1986-02-15
344.	1051325	1986-03-15	399	1160027	1986-02-15
345.	1053430	198 <b>6-0</b> 3-15	400.	1160128	1986-02-15
346.	1053733	1986-03-15	401.	1160330	1986-02-15
347.	1054533	1986-03-31	402.	1160633	1986-02-15
348.	1054735	1986-03-31	403.	1161433	1986-02-15
349.	1056032	1986-03-15	404.	1161938	1986-02-28
350.	1056133	1986-03-15	405.	1162031	1986-02-28
351.	1058440	1986-03-15	406.	1162132	1986-02-28
<b>3</b> 52.	1059745	1986-03 <b>-</b> 31	407.	1162233	1986-02-28
353.	1059846	1986-03-15	408.	1162334	1986-02-28
354.	1061833	1986-03-15	409.	1162536	1985-02-28

	. <u> </u>		'	·	
1	2	3	(1)	(2)	(3)
410.	1162738	1986-02-28	465.	1268148	1986-01-31
411.	1162839	1906-02-28	466.	1268451	1986-01-31
411.	1162940	1986-02-28	467.	1268855	1986-01-31
	1163235	1986-02-28	468.		
413.		1986-02-18		1270135	1986-01-31
414.	1163336		469. 470	1270236	1986-01-31
415.	1163437	1986-02-78	470.	1270337	1986-01-31
416.	1164136	1986-02-15	47].	1271238	1986-01-31
417.	1164540	1986-02-28	472.	1271339	1986-01-31
418.	1164742	1986-0.1-15	473.	1272341	1986-01-31
419.	11 -1843	1986-02-28	474.	1272442	1986-01-31
420.	1165340	1986-02-28	475.	1272543	1986-02-15
421.	1165441	1986-02-28	476.	1272745	1986-02-15
422.	1165542	1986-02-28	477.	1272846	1986-02-15
423.	1166241	1986-02-28	478.	1273141	1986-02-15
424.	1166544	1986-02-28	479.	1273242	1986-02-15
425.	1166847	1986-02-28	480.	1273444	1986-02 <b>-</b> 15
426.	1167142	1986-02-28	481.	1273848	1986-01-31
427.	1167243	1986-03-15	482.	1274042	1986-01-31
<b>4</b> 28.	1167344	1986-03-15	483.	1274446	1986-02-15
429.	1167445	1986-03-15	484.	1274547	1986-02-15
430.	1167546	1986-03-15	485.	1274648	1986-02-15
431.	1167647	1986-03-15	486.	1274850	1986-02-15
432.	.1167748	1986-03-15	487.	1274951	1986-01-15
433.	1168447	1986-03-15	488.	1275044	1986-02-15
434.	1168649	1986-03-15	489.	1275246	1986-02-15
435.	1169146	1986-03-15	490.	1275549	1986-02-15
436.	1169247	1986-03-15	491.	1276147	1986-02-15
430.	1169348	1986-03-15	492.	1276248	1986-02-15
438.	1170636	1986-03-15	493.	1276652	1986-01-31
439.	1170737	1986-03-15	494.	1276753	1986-02-1 <b>5</b>
439. 440.	1170737	1986-03-15	49 <del>4</del> . 495.	1277048	1986-02-28
440. 441.	1171436	1986-03-15	496.	1277250	1986-02-28
				1277452	1986-02-28
442.	1172640	1986-03-31	497.	1277452	1986-02-28
443.	1173945	1986-03-15	498.		
444.	1174038	1986-03-15	499. 500	1278252	1986-02-28
445.	1174745	1986-03-31	500.	1278454	1986-02-28
446.	1174846	1986-03-31	501.	1278656	1986-02-15
447.	1174947	1986-03-15	502.	1278757	1986-02-15
448.	1175545	1986-03-15	503.	1279456	1986-02-28
449.	1176345	1986-03-15	504.	1279961	1986-02-28
450.	1176850	1986-03-31	505.	1280239	1986-02-28
451.	1179452	1986-04-30	506.	1280542	1986-02-28
452.	1202724	1985-07-15	507.	1280946	1986-02-15
453.	1232127	1985-09-15	508.	1281039	1986-02-15
454.	1237945	1985-09-30	509.	1281140	1986-02-28
455.	1246845	1985-11-15	510.	1281746	1986-02-28
456.	1261639	1985-12-31	511.	1281847	1986-02-28
457.	1262641	1986-01-15	512.	1282041	1986-02-28
458.	1262742	1986-01-15	513.	1282142	1986-02-28
459.	1263340	1986-01-15	514.	1282344	1986-02-28
460.	1263744	1986-01-15	515.	1282647	1986-02-28
461.	1264544	1986-01-15	516.	1282849	1986-02-28
462.	1266548	1986-01-15	517.	1282950	1986-02-28
463.	1266851	1986-01-15	517.	1283144	1986-02-28
464.	1267651	1986-01-31	519.	1283245	1986-02-28
			J19.	1200273	1700 <b>-U</b> ∠-∡8

(1)	(2)	(3)	(1)	(2)	(3)
520.	1283346	1986-02-28	537.	1290343	1986-03-15
521.	1283447	1986-02-28	538.	1290444	1986-03-31
522.	1283548	1986-02-28	539.	1290545	1986-03-15
523.	1284853	1986-03-15	540.	1290747	1986-03-15
524.	1284954	1986-03-15	541.	1291547	1986-03-15
525.	1285956	1986-03-15	542.	1292448	1986-03-31
526.	1286150	1986-03-15	543.	1293854	1986-03-31
527.	1286554	1986-03-15	5 <b>4</b> 4.	1294351	1986-03-31
528.	1286655	1986-03-15	545.	1294654	1986-03-31
529.	1286756	1986-03-15	546.	1296456	1986-03-31
530.	1287253	1986-03-15	547.	1298662	1986-03-31
531.	1287758	1986-03-15	548.	1299361	1986-03-31
532.	1288255	1986-03-15	549.	1304328	1986-08-31
533.	1288356	1986-03-15		<del></del>	<del> </del>
534.	1288861	1986-03-15			
535.	1289257	1986-06-30			[No. CMD/13:12]
536.	1290040	1986-03-15		•	

का .बा. 663 --- समय-समय पर संगोजित भारतीय साजक संस्था (प्रमाणन चिन्हें) विनियम 1955 के विनियम 8 के उपिविनियम (1) के ब्रनुसार भारतीय मानक संस्था द्वारा शिक्षस्चित किया जाता है कि जिन 69 लाइनेंसों के विवरण नीचे ब्रनुसूची में दिए गए हैं वे लाइमेंसधारियों की मानक सम्बन्धी मुहर लगाने का अधिकार देते हुए नवम्बर 1962 में स्वीकृत किए गए हैं:

शन् <b>म्</b> ची					
्यस्तु/प्रक्रिया <b>धी</b> र ⊓म					
6)					
स्याही लगाने के ल 1977					
जल सप्ताई के मि गैस सिलिन्डर -1974					
के लिए संरचना 1 डार्क वैल्डिंग के इ :					
कोड					
₹-316					
<b>E</b> -317					
ቒ-317					
<b>इ</b> -3 । 7जे					
<b>ছ-</b> 307					
<b>t-3</b> 97					
<b>६</b> -616 एच					
६-६१६ एच जे					
<b>%</b> -1974 2)					
2)					

भाग IIखण्ड 3(ii)]			22, 1986/काल्गुन 3, 1907	677
(1) (2)	(3)	(1)	(5)	(6)
4 11303 21 1982-11-08	8 2-1 1-! 6	*3-1 i -1 5	यंगमेन ष्टपैक्ट्रोनिक्स जैन कालेज रोड श्रम्बाला शहर	घरेन् निष्य साच मिश्रक रोधन श्रेण. ई, 230 नो, । मिनट, शान श्रीए 5 मिनट श्राफ निरामी मिश्रक सभाई 0.75, 1.1 श्रीर 1.5 लि. पेषण नजर्द 50,70 श्रीर 100 ग्राम IS: 4250—1967
5- 11304 22 1933-17-05	n 2-1 (-1 6	8,3-11-15	प्रताप स्टल रोलिस बिल्मणा लि. इंडस्ट्रियल प्रिया, प्रतमचेरू जिला ने≊क (प्रा.प्र.)	मोटर राष्ट्री नितम्बन के बील्यूट सर्वित और परनदार स्त्रिम इसाथ के लिए बस्पान द्वंगट भ्रोट विलट IS 8051967
6. स <i>्म्म/म्</i> न-११३०५ 2३ 198 <b>2-1</b> )-04	8.2-1 (-01) - #	#3-10-31	्स्टावरीत इडर) म. कक्कर बाल गाउँ पटनी-३०००३०	गरु॰ कृप हमाश्रातिल पस्त, 100 सिनीव्यास~~ IS: 930 –1979
7- 11306 24 1982-11-08	8 2-1 1-1 6	÷ 3-11-15	एन इटेट चैटा एष्ड व्वास्टिक प्रा. वि., 1.√2 प्रयुक्त रोड, फरीदाबाद (हरिनाणा)	द्रजित पैट्रोलियम गैस के घरेलू चूल्हे, दा बर्नेर सहित IS: 4246-1978
8. 11/307 25 1982-11-10	812-111-16	83-11-15	मिह इलैन्ट्रोस्टोन नि  एक-१ एम् आई दो सा नारापुर इंडस्ट्रियन एरिया, बोइनार जिला थाणे (महाराष्ट्र) (कार्याजय: बार्याचे प्रेट प्लाट नं. 5 विन्टोरिया (प्रोयर थिक) रोड, न्यू दाख्याना महाराय बस्बई-400010	संरचना सम्मात (मानका किस्म) में रोलिंग के लिए ढले बिसट इंगट 2 IS: 69141978
9- 11308-26 1932-11-10	8 2-1 1-1 6	83-11-15	न(धै बंगाल प्ताईन्ट इंडम्ट्रीज सियोक रोड, (३ रा मिल) डाऊबर सियोक रोड, जिला जनगाईगुड़ी	प्ताईशुड चाय पेटी के बते IS:10 (भाग 3)1974
10. 11309 27 1932-11-10	8 2-11-16	<b>S 3-</b> 1 (-1 5	नुंगमद्रा स्टॉल प्रोडक्टल (१. डाकचर गुपमद्र बांध 513233 (कर्ताटक)	ढले लोहें के गैनहोल दक्कन और फेग माध्यम धमता के, गोलाकार किस्म IS: (726 (भाग 4)1971
11-11310-20	82-11-16	83-11-15	द्राइवेन्ट भैटल प्रोफाइन्स प्रा. लि. 3 एम लार डा सी इंडॉन्ट्रिया एरिया विकल्याना, प्रौरेगालाद कार्यालय: उपन्यान भैरगन स्लिमा रोड, घोषी वालाव, वस्त्रई-400020	13 . 1726 (भाग 4)—1971 सामान्य इंजि:निवरी उपयोग के लिए मृदु इस्ताल के सार— IS: 230-1978
12. 11311 21 1932-11-13	3 2-11-1 6	a 3-11-15	प्रोटेक्टो फेल्ट्स इंडरट्रेज वेमनपुरा डाकघर बाटु जिला 21 परंगना (कार्यालगः 159 रशेन्द्र सरणी कलकना-700007)	बिटुभैंत फेस्ट किस्म 3, ग्रेड 1, IS: 1322-1970
13- 11312 23 1963-14-13	8 2-1 2-0 1	93-11-30	कलकत्ता प्रायम गैस इक्षितपर्येट वं प्रा ति 2. पर्व नेत, फाफलण-२००० व	र्गैस चालित रिले 25 मिमी <b>प्रौर</b> 50 सिम∴ क्षे एक किस्म⊸ IS :3637–⊥966
14. 11313 23 1982-12-13	8 2-1 2-0 1	83-11-30	कोषम्बतः प्राप्ति र ८०० । सररक्ष ५५४मण कोइ,भनति कोषम्बन्द ६४४००८	नीन फोर्बा प्रेरण मोदर 3.2फि. <b>या.</b> थेणो ए रोघम ोर⊶ IS:325–1978

()	2)	(3)	(4)	(5)	(G)
15. 1!3!4 24 1932-11-13		8 2-1 2-0 1	((3-15-70)	चेयलदान शर्माक कृमार इंग्रेनियरिय लार्स, १-५ ४इस्ट्रियल दरटेट अवन्ता रोड, डाक्यरपेटो नं. 66 जललोब (महाराष्ट्र)	त न फोजा: क्षिविणेत फोज प्रेरण कोटर, च ' 5 बी. १ ३ किया हरेण. फे रोधन — - TS: 7538—1975
16. 11315 25 1982-11-13	3	8 2-1 2-0 1	83-130	कर्तारिया इंग्रानिपरिया वक्षे पेबरआई रोड, राजकीट ३६००७३	कन्बं, एक लिल्डिंग अलग्रें, तित, चार म्हांक, अजात इजान, निम्त- लिखित अमता के : निर्मेत : 5.88 किया (४ हा. पा.) मेनि : 850 अस्तिपा, प्रमानित श्रेणा अस्माक्तमा : 309 प्रा∫किया घटा IS 1601-1960
17- 11316-36 1983-11-13	3	8 3-1 2-01	#3-1 i-3 0	युक्तिनारीय जैतिल्सा लि. हात पेटी ले. ११ स्तासा ४८६००१ (म.घ.)	शिरापिशियेषण के लिए जर्म्स कृत इस्थान प्रवतित एल्युनीनियम चार्यक IS 398 (भाग 3)1976
18. 11317 27 1982-11-16	6	8.2-1.1-1.6	83-14-15	ज्ञेन रोजिय जिल्ला नक्ष्य नगर माजियाबाद ७ (उ.घ.)	কাঁচতি ধর্মন কৈ বিশ্ লাৱৈন্তৰ ওক্ষ লাক্ষিৰ হম্মান বিশ্বিল শুছ মাদ এগ নিমান বকা— 1S: 17:16—1979
19. 11313 23 1932-11-13	3	8 2-1 2-91	33-11-30	नेन्द्रव इतिकटःनाइट्स एण्ड फटियाइशस प्रो सिन्द्र (पेन्टम लि साको विज्ञार, रोष्ट, साको नाका यम्बर्क 400072 (महाराष्ट्र)	ि डाइगिथीएट पायरानीय साद्र S 39033975
20. 11319 29 1982-11-1		8 2-1 2-0 1	83-11-30	सेंट्रेन इंतिक्झभाइत्याएण्डकटिलाइजर्स (प्री० केन्द्र्या न्दिस लि०) सार्का विद्यार रोड, सांका नाका बस्पई-400072(महाराष्ट्र)	नानाथियान पायमनीय सान्द्र IS: 25671978
21. 11320 22 1982-11-1	16	8 2-1 2-0 1	83-11-30	जेनिथ स्टील पाइप्स एण्ड इंडस्ट्रीज जिञ्खांपाली -410203 जिला रायगढ (महाराष्ट्र)	र्गातत बाहुकः पट्टे के आष्टडलर्ग के लिये दृग्पात नलियां, ग्रेड ई ग्रार डब्ल्यू-22 -IS: 92951981
22- 11321 2 1982-11-		8 2-1 2-0 1	83-11-30	तक्ष्मा जिल्ल टेम्टिय मशीनरी कं० ए-३० वजीरपुर युप <b>इंड</b> स्ट्रियल एरिया बजीरपुर दिल्ली-110052	सेन्द्रीप्पन्न IS: 1223(भाग 3)1975
23. 11311 2 1982-11-		8 2- † 2-o †	83-1 (-30)	नित्त इंडस्ट्रोज पाइपॉर्ट रोड गोहाटी-781012(घराम) (घर्मात्रयाः मुख्तीयर सर्मा रोड फैस्मी बाजार, गोहाटी-781001 (इसम्)	पैराफीन मोम किस्म-3 IS: 46541974
24. 11323 2 1982-11-		8 2-1 2-0 1	33-14-30		किकीट प्रवासन के लिये शीतहान उच्च शक्ति इस्पान विषयित छन्। IS: 17861979
25. 11324 2 1982-11-		8 2-1 2-0 1	83-11-30	•	रेल डिब्बे निलंबन के थलित आं सर्पित स्प्रिंग उत्तरदन के लिये इस्पाह इगट और बिलेट, ग्रेष्ठ 3(.5) सिंपिकांस : 7) IS : 80521976
26. 11325 2 1982-11-		8 2-1 3-0 1	83-11-30	सेन्ट्रल इसेक्षिटभाइड्न एस्ड फॉटनाइजर (प्रा० सेन्ट्रम सेन्ट्रम जि०) नाकी थिहार सेस्ट्र, सकी नाका यस्त्रई-४०००७८(सहासप्ट्र)	अर्फोनी भवर्ष्यात्रमान मुक्त योज अचा
27. 11326 3 1982 <del>-</del> 11		3 2-12-01	83-11-30	लग्देटिया रिक्श एण्ड कार्बन	मध्यम रक्षात्री जगारे की श्रेणी टाटपभाटटरस्थिन,क्षिस्म ⊬भौर IS +1741977

(1)	(2)	(3)		(4)	(5)	(e)
	11327 29 1982-11-17		8 2- 1 2- 0 1	83-11-30	पुष्प ऐब्रीकल्चरल इजीनियरिंग वक्सी. लू पपानी डाक्यर भन्द्रीत् जिला मण्डी (हि० प्र०)	णिक्न/चालित दांतेदार बेलन किन्म के. इकी नाल भरण व्यवस्था। क्षमता 1.5 किथा से 18.5 किवा (2 हापा से 25 हापा) नामान्य और नुरक्षा प्रवेकाएं IS: 90201979
	11328 30 1982-11-17		8 2-1 2-0 1	83-11-30	भारत मैकेतिकल यक्स मैजेस्टिक रोड, मागा (पंजाब)	णिकिन/पालित धेरणर दितेवार बेलन िस्म के, डकी माल भरण व्यवस्था बाले, क्षभता 3.7 से 18.5 किया (5 हापा से 25 हापा) सोमान्य और मृरक्षक प्रपेक्षाएं—— [S: 90201979
	11329 31 1982-11-17		8 2-1 4-0 1	83-11-30	भास्टर इंडस्ट्रीज पैजेस्टिक रोड मोगा-142001 (पंजाब)	n n
	11330 24 1982-11-18		8 2-1 2-0 1	83-11-30	न्य भारत इंडस्ट्रीज (रजि) इंडस्ट्रियन एरिया जी टी रोड, मोगा (पंजाब)	71
	1 1 3 3 1   2 5 1 9 6 2- 1 1- 1 8		82-12-01	83-11-30	महालक्ष्मी एग्री इंडस्ट्रियल का० मैजेन्टिक रोड, मोगा-142001 ` (पंजाब)	n n
	11332 26 1982-11-18		8 2-1 2-0 1	83-11-30	न्यू पंजाब इंजीनियरिंग वर्क्स, ऑल्ड गुलाकी बाग जीटी रोड, मोगा (पंजाब)	शक्ति चालिस धे ग्रणर बातेबार बेलन किस्म के ढको नाल भरण व्यवस्था बाले क्षमता 3.7 किया से 18.5 किया (5 हापा से 25 हापा) मामान्य और मुरक्षक प्रपेकाएं— IS. 9020—1979
	11333 2 <b>7</b> 1982-11-18		8 2-1 2-0 1	83-11-30	राम इंजीनियरिंग वन्सं, मैजेस्टिश रोड. मोगा (पंजाब)	n u
	11334 28 1982-11-18		8 2-1 2-0 1	83-11-30	शक्तिश्रजीनियरिंग वक्कें, मैं जैस्टिक रोड़, मोग-142001 (पंजाब)	u "n
3 6.	11335 29 1982-11-18		82-12-01	83-11-30	र्वा श्राटिफिशन निम्बस मैन्यु० श्राफ इंडिया जीटी रोड, फानपुर-208016 (उ०प्र०)	ч п
	11336 30 1982-11-22		8 2-1 1-1 6	83-11-15	भारत स्टील ट्युब्स लि० गन्नीर-131001 (जिला सोनीपत, हरियाणा)कार्यालय: 17 पालियामेट स्ट्रीट नई दिल्ली-110001	पेय जल पूर्ति के लिये अनम्यकृत पीर्ब सी पाइप, 4 किया/सेमी० 2 माप 110 से 180 मिमी IS: 49851981
	11337 31 1962-11-23		8 2-1 2-0 1	83-11-30	सोधी एण्ड अदर्श जा दी रोड. गोरया-144109 जिला जनन्त्रर (पंजाय)	णिवत धेन्नार दालेवार बेलन फिस्स के दकी नाल .रण व्यवस्था आर्थ क्षमता 3.7 किया से 18.5 फि वा (5 हापा से 25 हापा) सामान्य और मुश्कक प्रपेक्षाएं—— IS: 9020—1079
	11338 32 1982-14-23	,	82-12-01	83-14-30	वर्मा इंजीतियरिंग यक्ते (रजि०) कब्नीर रोड, मोगा (पजाब)	भक्ति चालित थे अगर दानेदार बेल किस्म के बकी नाली रण व्यवस्थ वाले क्षमता 1.5 किवा से 11 कि बा (१ हापा ते 15 हापा) सामान्य और सुरक्षा प्रतेकार्य IS: 90201979

(1) (2)	(3)	(4)	(5)	(6)
40. 11339 33 1982-11-23	82-12-01	83-11-30	शक्ति इंजोनियरिंग वर्क्स जो टी रोड, बटाला- 143505(पंजाब)	शक्ति चालित श्रोशर दातेदार, बेलन किस्म, दकी नाल तरण व्यवस्थ वाले, 11 किवा (3 हापा से 15 हापा) सामान्य और सुरक्षा प्रपेक्षाएं IS: 90201979
41. 11340 26 1982-11-23	82-12-01	83-11-30	मोहर्निसहहरभजनसिंह आधरन फाइंड्री वर्क्स जीटो रोड, गोराया- i 44400 जिला जालन्छर (पंजाब)	शक्ति चालित थ्रोशर बेशन किस्म, ढकी नाल रण व्यवस्था वाले, क्षमता 3.7 किंवा से 11.1 किंवा (5 हापा से 15 हापा) सामान्य और सुरक्षा अपेक्षाएं— IS: 9020—1979
42. 11341 27 1982-11-23 43. 11242 28 <sup>7</sup> 1982-11-23 <sup>7</sup>	8 2-1 2-0 1 8 2-1 2-0 1	83-11-30 83-11-30	शर्मा आयरन एण्ड स्टोल कं० जीटी रोड, बटाला-143595(पंजाब) प्रेसिजन इलैक्ट्रानिक्स इल्स्ट्र्मेंट्स एण्ड कम्पोनेन्ट्स 20 समरोज इंडस्ट्रियल इस्टेट राम मन्दिर रोड, गौरी-	शक्त चालित श्रोशर दातेदार बेलन किस्म, हकी नाल भरण व्यवस्था वाले, क्षमता 2.2 किवा से 14.8 किवा (3 हापा से 20 हापा) सामान्य और सुरक्षा श्रपेक्षाएं— IS: 9020—1979 शत्य चिकित्सा मेज, हाइडू: लिक बड़ी
			गांव <sup>न</sup> (पश्चिम) बम्बई-400062 (कार्यालय: 17 रनवीर बिल्डिंग 66/70प्रिन्सेज स्ट्रीट बम्बई-400002(महाराष्ट्र)	
44 114323 29 1982-11-23	8 2-1 2-01	83-11-30	जनता स्राथरन एण्ड मिल स्टोर के. जी टी रोड बटाला (पंजाब)	शक्ति चालित धेशर दातेदार, बेलन किस्म. के, ढ़की नाल भरण व्यवस्था वाले, क्षमता 2.2 किवा से 14.8 किवा (3 हापा से 20 हापा) सामान्य और मुरक्षा अवेकाएं IS: 9020-1979
45. 11344 30 1892-11-24	8 2-1 2-01	83-11-30	एम को ा्निवर्सल दरावट्टों रजरहाट गोपालपुर जिला 24-परगना (प व ) (कार्यालयः 425 लेक गार्डन कलकत्ता 45)	द्रवित पेट्रोलियम गैस के घरेलू चूल्हे, दो बनंर सहित $$ $\mathbf{IS}:4246-1978$
46. 11345 31 1982-11-23	8 2-1 2-04	33-11-30	सरोज एलायज एण्ड स्टील्स लि. कारीमनुर डाकपेटी नं. 38 हास्पेट 533201 जिला बेलारी (कर्नाटक)	कंकीट प्रवलन के लिए शोतकृत इस्पात के उच्च शक्ति विरूपित छ — IS: 1786–1979
47. 11342 32 1932-11-23	8 2-1 2-0 1	83-11 <b>-3</b> 0		संरचना इस्पात (मानक किस्म) IS: 226-1975
48. 11347 33 1982-1-23	8 2-0 7-0 1	83-06-30	जे के स्टील (जे के निस्पेटिंग्त का बियान दिन्नरा जिला हुगली (पं.ब.) (कार्यालय : 7 कांजसिल हाउस स्ट्रीट कन्नाटना)	जहाजो उपयोग के लिए जस्तिकृत इस्पात तार की बनी गोल गुथी हुई रस्सियां—— IS: 2581—1977
49. 11348 34 1982-11-24	3 2-1 2-91	83-11-30		गिरोगरि श्रेषण के लिए एलुमिनियम के लड़दार चालक IS: 398 (भाग 1)1976

[भाग <b>H</b> —-खण्ड ३(ii)]	भागात्स भागात्	उन 'जरबरी 22	, 193 <i>ं</i> किस्तुर ३, 1937	681
(1) (2)		(4)	(5)	(6)
50. 11349 %5 1932-11-01	,	8 -11-		िशरोगरि केषण के लिए जस्तित इन्तान प्रकृतित एतुमिनियम चालक 15.391(भाग 2)—1976
51. 11350 23 1935-11-24	# 3+ - 2+a f	(3,-30	ातात १०१५ (४५नके) त ति 4(-) / ,र्डिश्विक्ष्यिता,पादर्गेस लखनक (उ.स.) काथालय बस्सन नाउस, बॅरोड, लखणक	ग 'बना इंग्यात' (भानक किस्मं~ IS - 226 ~ - 975
52. 1+351 29 1942-11-23	8 2-7 2-0 1	8 041 H50	भी पुन के बैंड-ट्रीट प्रति पीड, दशाधुण छावती पटना उठा 5030	शहरे अस्तचानित पाप , माप 100, मि मी व्यास —- IS 93011979
<b>53.</b> 11352 30 1982-11-23	8050 250 1	d 1-1 (-3 g	अस्तावन फारेस्ट प्रोडक्टम उपर्यंत डाउनर नकोतक (श्रमणायन प्रदेश) फार्याच्यः साधुनरीड, निनसिखया (असम)	ज्लाईबुड चारोड:पैनग~– IS. (४०४४)−1976
<b>54.</b> 113 <b>53</b> 33 19:2-1:- <b>2</b> 3	1 :- 2-16	8 3-7 2-1 5	भिया जोजियकीच १३, एव. एव. वः एस कियाउट कांतुन्यर निष्युण-६३.१६७२ (त. हो )	सादी बुनी सूना बनियान किस्म शार एन और ग्रीर एन-एस, मार 75 से 90 से, मी गैज 24~~ IS : 495 (1980)
55- 11354 32 1982-11-25	# 2-1 2-0 1	#B-13-#0	यन्त्रन इस्मात (एखनऊ) प्रा.लि. प्रा./ ! इंडन्ट्रियन एरिया नादरगंज एखनऊ (उ.प.) कार्यालयः अन्यत हाउस, वे रोड, लखन	कंकीट अंबलन के लिए मीतकृत इरपात के उच्च शक्ति विशिषत छड़ माप: 20 मिमी तक ह 18.786-1979
56. 11355 33 198 <b>2-</b> 11-26	ft 2-1 2-0 f	83 1 (-30	प्तिष्ठीर ४४म्ब्रेज सं-37/38 बाईस गारान इंडोड्यन डाउंट, स्टेटजैंक के निकट, जयपुर-302006	1100 यो तक चालू बोस्टता के लिए तांबा चालक योलपी वासी रोधि केबन, बाह्य उपयोग धीर प्रत्पनापमान उपयोग केबिल छोडकर मान IS: 694-1977
57. 11356 34 1982-11-27	3 3-4 2-0 (		) इंडिजा पिन्या (इंडिस) प्राट सं. ३.० नेस्टर २४ सुन आईटो करीयाज्ञास १२००१: (हिल्पाणा)	द्रवित बेट्टोलियम गस के घरेलू ीस चूल्हें दो बर्तर सहित ग्रीस क्षमता 50 लि / घंटा और 77 लि .  घंटा IS 4346~1968
58. 113 <b>57</b> 35 1982-11-30	3 7-1 2-01	8 2-1 (-3 0	्र एकोलेश केटर 70 नअफल्ड रोड, एई दिल्ल' = 70015	मं:भेंट पेन्टर श्र <b>पेक्षानुसार रंग</b> IS: 5410-1969
<b>5</b> 9 11353 36 1932-11-30	4 2-1 <b>2-0</b> 1	(3-, -+)	ारकर की के प्रताप्ति मेंड नं 3 पु-3 कि प्रताप्ति माईन, की टोर्गाट, पाहदमा किली-110032 (क.स्टिय: 30: जा / 1 पूर्व प्राप्ताद नार किपन वार के प्रिकट, किटनी-110051)	द्रवित नेट्रोलियम गैस के घरेलू <b>चूल्हें,</b> दोर्बनर सहित,क्षमता 54 <b>मीर 77</b> लि/ घंटा—— IS: 4246—1978
60. 11359 37 1982-11-26	u 2-1 2-0 t	3-11-30	सरीज एषाभय एक स्टोब्स वि . करणकृत डाकरीटा ॥ , हास्पेट जिलापेलारी (कर्राटक)	संरचना इस्पात (माधारण गुणता)— IS: 1977-1975
6), 11360-30 1942-11-30	8 7-1 9-1 6	10-13-15	ए तो एवं कीयन एण्ड पोल्ड्री फीड्स मैल्यु बंबिट्सप्प २७३ पोलिस (१. पाकास्त्र) जलोकी के के सूद्र कायल्यपूर ३३ (कार्यापय: 25/6:9रंगई कोदर स्ट्री कोयस्बत्र-641001)	पणुभों के सिश्चित भ्राहार किस्सा श्रीर 2IS 2052-1979 ट

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(1) $(2)$	(3)	(4)	(5)	(6)
62 11361 31 1982-11-30	3 3-1 2-1 6	83-13-15	कृषि केश्निकाश (श्री. यंगालपेस्टि- साब्ध्स प्रा. लि.) गाव एकणरा वनारसरोड, कोना हावडा (प. ब. (कार्यालय: 10 क्लाईव रो, कलक्टना-700001)	IS: 633-1975
63. 11362 32 1983-11-30	# 2-1 2-1 6	83-12-15	केमिकल्स एण्ड इभिक्टिमाईड्स रामनगर करनजहा, 14-15 किमी देवरिया रोड, डाकवर बेनसाहा, रेलये स्टेशन क्सर्व्ह, रोखपुर (कार्यालय: सराफ चेम्बर हिन्दी बाजार गोरखपुर, उ. प्र.)	माताथियान धूलन चुर्ण IS 2564-1978
64. 11363 33 1982-11-30	8 2-1 2-1 6	83-12-15	कृषि केमिकल्म (प्रो. बंगाल गेस्टिस्साईड्स प्रा.लि.) गांव एकशारा बनारम रोड, कोबा) हावड़ा (प.बं.) (कायलिय: 10 क्लाईव रोड कलकत्ता- 700001)	णृहिद्देश्य पायसर्गः,य सा <b>न्द्र</b> IS 130 <b>7-</b> 1973
65. 11364 34 1982-11-30	8 2-1 2-1 6	93-12-15-	स्यू एज नेवलक', श्रोल्ड ग्रम्बर रोड, जयन् <sup>र</sup> -302002	शिरोपरिप्रेयण के निए जस्तित इस्पान प्रवलित एनुमिनियम चालक IS 390 (शांग 2)-1976
66-11365-35 1932-11-25	9 2-1 2-1 6	83-12-15	कास्टिंग्ज (इंण्डिया) इन्क, प्लाट नं. एम— 29 फोज 4, श्रादिस्य गुर इंडस्ट्रियल एरिया डाकषर गर्मारिया, जिला सिहभूम (बिहार) (कार्यालय: 171/ए, महान्मा गांधी रोड कलकस्ता—700007	मंक्रीट प्रबलन के लिए शीतकृत इस्पात इस्पता के उच्च शक्ति विरुपित छड़ IS: 1786-1979
67-11366-36 1932-11-30	9 2-1 2-1 6	83-12-16	एलाइड इंब्रीनियरिंग एण्ड इलेक्ट्रिकल कं 22 उमाकान्त उद्योग नगर मावडी प्लाट राजकोट-360004	उध्वंस्थ एक मिलिन्डर के जल में निन चार स्टोक कीजल कंगन निम्नलिखित रेटिंग के : निगलें 5.33 किया (१ हापा) गति 850 म्रारपो एम गवानेंग श्रेणी की एम एक मां 300 मा / किया / घंटा—— IS.1601—1960
68. 11367 37 1982-11-30	8 2-1 2-1 6	83-12-15	्रेलेन इंजस्ट्रीज । ——इत्तर्दधोनटम रोड पोलामेड, कोयम्बत्रूर	मोनोसेट पम्प निम्नलिखित माप के :  माप गति जिस्म/मांकल 65 + 50 1440 एम पी-1 प्रमिक्यूटो पायास्ट मोटर 14 मोहिकपर स्नाव 9.2 सि/मेकिन्छ श्रेणी "ए" प्रोर कुशलिता समग्र वक्षता 6% IS: 9079-1979
169. 11368 38 1982-11-30	8 2-1 2-1 6	8 3-1 2-1 5	फ्रस्टियर स्प्रिंग्ज, बी-138, उद्योग नगर कानपूर-208002 (उ.प्र.)	पस्ती <b>दार स्प्रिंग IS</b> : 11 <b>3</b> 5 <b>-</b> 19 <b>73</b>

[सं. मी एम की / 13 : 11] वी. एन. सिह, अपर महानिदेशक S. O. 633—11 pursuance of sub-regulation (1) of Regulation 8 of the Indian Standards Institution (Certification Marks) Regulation, 1955, as amended from time to time, the Indian Standards Institution hereby notifies that sixtynine licences, particulars of which are given in the following Schedule, have been granted during the month of November 1982 authorizing the licensees to use the Standard Marks:

THE SCHEDULE

Sl. Licence No.	Period of vali	idity Name & Address of the Licensee To	Article/Process covered by the licences and the relevant IS: designation
(1) (2)	(3)	(4) (5)	(6)
1. 11300 18 1982-11-08	82-11-16 83	3-11-15 Associated Duplicator Company (1978) Pvt. Ltd. 48/1, Kudlu Village, Ancketaluqui, 11th K.M. Hausur Road. Bangalore-560066. (Office: 10th Cross, Wilson Gardens, Banga	al inking medium - . IS: 4174-1977
2. 11301 19 1982-11-08	82-11-16 83-1	lore-560027) 1-15 Hindustan Wires Ltd., Plot No. ^67-^60, Sector 24, Faridabad (Haryana)	LPG cylinders of 33.3 litres water capacity - IS: 3196-1974
3. 11302 20 1982-11-08	82-11-16 83	I-11-15 Indian Oxygen Ltd., Electrode Factory, B.T Road, Khardah, 24 Parganas (Office: Oxygen House, P-34, Tarak Road, Calcutta-700088)	. Covered electrodes for metal are welding of structural steel for welding sheets
4. 11303 31 1982-11-08	82-11-16 82-1	1-15 Youngmen Electronics. Jain College Road Ambala City	
5. 11304 22 1982-11-05	82-11-16 83-1	1-15 Partap Steel Rolling Mills Pvt. Ltd, Industrial Arca, Patancheru, Distt. M. dak (A.P.)	Steel ingots and billets for production
6. 11305 23 1982-11-04		Patms - 800020	f, Deep well handpumps, 100 mm bore - IS: 9301—1979
7. 11306 24 1982-11-08	83-11-76 83-11	-15 United Metal & Plastics Pvt., Ltd. 18/2, Mathura Road, Faridabad (Haryana)	liquefied petroleumgases with two burn rs— IS: 4246—1978
8. 11307 25 1982-11-10	82-11-16 83-1	<ul> <li>1-15 Singh Electro Steel Ltd., F-2, MIDC Tarapur Industrial Area, Boisar, Dis Thane (Maharashtra)</li> <li>(Office: BPT Plot No. 52 Victoria (Over bridge) Road, New Darukhana, Mazgaon, Bombay-400010)</li> </ul>	itt. tural steel (standard quality) IS : 6914—1978 -
9. 11308 26 1982-11-10	82-11-16 83-1	1-15 North Bengal Plywood Industries, Sevoke Road, (3rd Mile), P.O. Sevoke Road Distt. Jalpaiguri	I. IS: 10 (Part III)-1974
10. 11309 27 1982-11-10	82-11-16 83-1	1-15 Tungabhadra Steel Product Ltd, P.O. Tungbhadra Dam, Pin-583?25 (Karna taka)	
11. 11310 20 1982-11-10	82-11-16 83-11-	15 Trident Metal Profiles Pvt. Ltd., E-3/- MIDC Industrial Area, Chikalthana, Aurangabad (Office: 8 Bhagwan Mansion Cinema Road Dhobi Talao, Bombay-400020)	purposes— IS:1980—1978

(1)	(2)	(3)	(4)	(5)	(6)
12.	11311 21 1982-11-13	82-11-16	83-11-15	Protecto Felts Industry, Bemanmura, P.O. Badu, Distt. 24 Parganas (Office: 159, Rabindra Sarani, Calcut 700007)	IS: 13 <sup>7</sup> 2—1970
13.	11312 22 1982-11-13	82-12-01	83-11-30	Calcutta Oil Gas Equipment Co. Pvt., Ltd, 2, Church Lane, Calcutta-700001	Gas operated relays 25 mm and 50 mm DF type— IS: 3637—1966
14.	11313 23 1982-11-13	82-12-01	83-11-30	Coimbatore Rajendra Industries Araram Palayam Road, Ganapathy, Coimbatore- 641006	Three phase induction motors, 2.2 kw with class 'A' insulation - IS: 3°5-1978
15.	11314 24 1982-11-13	82-12-01	83-11-30	Chaimandas Ashok Kumar Engg. Works, 2 A/5, Industrial Estate, Ajantha Road, P.O. Box No. 66, Jalgaon (MS)	2.2 kw, three phase 415 V squirrel cage induction motors with class 'A' insulation - IS:7538—1975
16.	11315 25 1982-11-13	82-12-01	83-11-30	Kaneria Engg. Works, Dhebarbhai Road, V Rajkot-360002	/erticle, single cylinder, water cooled four stroke, diesel engines of the following ratings: Output - 5.88 kw (8HP) Speed - 850 RPM Governing - Class B SFC - 309 g/kwh - IS: 1601 - 1960
17.	11316 26 1982-11-13	82-12-01	83-11-30	Universal Cables Ltd., P.B. No. 9, Satna-485001 (W.B.)	Aluminium conductors galvanized steel reinforced for overhead transmission purposes - IS: 398 (Part II) ·1976.
18.	11317 27 1982-11-16	82-11-16	83-11-15	Jain Rolling Mills, Mukand Nugar, Ghaziabad (U.P.)	Cold worked steel high strength deformed bars for concrete reinforcement size up to and including 28 mm  18: 1786—1979
19.	11318 28 1982-11-13	8?-12-01	83-11-30	Central Insecticides & Fertilizers, (Prop. Central Paints Ltd)., Saki Vihar Road, Saki Naka, Bombay-400072 (Maharashtra)	Dimethoate EC - IS: 3903—1975
20.	11319 29 1982-11-16	82-12 <b>-</b> 01	83-11-30		Malathion EC · IS : 2567—1978
21.	11320 22 1982-11-16	82-12-01	83-11-30	Zenith Steel Pipes & Industries Ltd., Khopali- 110203, Distt. Raigad (Maharashtra)	Steel tubes for idlers for troughed belt conveyors grade ERW 22 - IS: 9295—1981
22.	11371 23 1982-11-16	82-12-01	83-11-30	Lakshmi Milk Testing Machinery Co., A-90, Wazir Pur Group Indl. Area, Wazirpur, Delhi-110052	
23.	11322 24 1982-11-16	82-12-01	83-11-30	Mittal Industries. Pandu Port Road, Gau- hati-781012 (Assam) [(Office: Murlidhar Sharma Road, Fancy Bazar, Gauhati-781001 (Assam)]	Paraffin wax type 3— IS: 4654—1974
24.	11323 25 1982-11-16	82-12-01	83-11-30	Prem Kitalsa Iron & Steel Rolling Mills, Guru-ki-Nagri, Mandi Gobindgarh, Distt. Patiala (Punjab)	Cold worked steel high strength deformed bars for concrete reinforcement IS: 1786—1979
25	. 11324 26 1982-11-16	82-12-0	1 83-11-30	Haryana Concast Ltd, P.O. Satrod, Hissar, (Haryana)	**
26.	. 11325 27 1982-11-17	82-12-0	1 83-11-30	Central Insecticides & Fertilizers, (Prop Central Paints Ltd, Saki Vihr Road, Saki Naka, Bombay-400072 (Maha- rashtra)	
27	. 1132628 1982-11-17	82-12-0	1 83-11-30	<ul> <li>Lakhotia Ribbon &amp; Carbon Industries Pvt.</li> <li>Ltd., 8, Seal Lane, Calcutta-15 (Office:</li> <li>74 Park Street, Calcutta-700017) W.B.</li> </ul>	Typewriter ribbons, type 1 & II. degree of inking-medium— 1S: 4174—1977

(1)	(2)	(3)	(4)	(5)	(6)
28. 11327 1982-1		82-12-01	83-1	1-30 Pushap Agricultural Engg, Works, Lura- pani, P.O. Bhangrotu, Distt, Mandi (HP)	power thresher, spike tooth cylinder type with feeding system covered chute rating 2 hp to 25 hp (1.5 kw to 18.5 kw) IS: 9020 1979
39. 11328 1982-1		82-12-01	83-11-30	Bharat Mechanical Works, Majestic Road, Moga (Punjab)	General and safety requirements for power thresher, spike tooth cylinder type with feeding system covered chute rating 3.7 kw to 18.5 kw (5 hp to 25 hp)  18: 9020 1979
30. 11329 1987-1		82-12-01	83-11-30	Master Industries, Majestic Road, Moga-142001 (Punjab)	-do-
31, 11330 1982-1	24	82-12-01	83-11-30	New Bharat Industries (Regd), Industrial Area, G.T. Road, Moga (Punjab)	-do-
32, 11331 i 1982-1	25	82-12-01	83-[1-30	Maha Lakshmi Agro Industrial Corpora- tion, Majestic Road, Moga-142001 (Punjab)	-do-
33. 11332 2 1982-1		82-12-01	83-11-30	New Punjab Engineering Works, Old Gulabi Bagh, G.T. Road, Moga (Punjab)	-do-
34, 11333 I 1982-13		82-12-01	83-11-30	Ram Engineering Works, Majestic Road, Moga (Punjab)	General and safety requirements of power thresher, spike tooth cylinder type with feeding system covered chute rating 3.7 kw to 18.5 kw (5 hp to 25 hp) LS: 9020 1979
35. 11334 2 1982-1		82-12-01	83-11-30	Shakti Engineering Works, Majestic Road, Moga-142001 (Punjab)	-do-
36, 11335.2 1987-1		82-12-01	83-11-30	The Artificial Limbs Manufacturing of India, G.T. Road, Kanpur-208016 (U.P.)	Wheel chairs, folding, with removable armrests and swinging foot rests 4. IS: 7454 1974
37. 11336 3 1982-11		83-11-16	83-11-15	Bharat Steel Tubes Ltd, Ganaur-131001 (Distt, Sonepat Haryana) (Office: 17, Parli ment Street, New Delhi-110001)	Unplasticized PVC pipes for potable water supplies 4 kgf/cmm size 110 tof180 2m 1S: 4985 1981
38. 11337 3 1982-11		87-12-01	83-11-30	Sodhi & Brothers, G.T. Road, Goreya, Pin-144409 Distt, Jullundhur (Punjab)	General and safety requirements for power thresher, spike tooth cylinder type with feeding system covered chute rating 3.7 kw to 18.5 kw (5 hp to 25 hp) - 18:9020 1979
39. 11338 3 1980-11		87-12-01	83-11-30	Verma Engicering Works (Regd). K. shmir Road, Batala (Punjab)	General and safety requirements for power thresher, spike tootheylinder type with feeding system covered chute rating 1.5 kw to 11.1 kw (2 hp to 15 hp) - 1S: 9020 1979
40, 11339 3 1982-11		80-12-01	83-11-30	Shakti Engg. Works, G.T. Road, Batala-143505 (Punjab)	General and safety requirements for power thresher, spike tooth cylinder 'type with feeting system covered chute rating 2.2 kw to 11.1 kw (3 hp to 20 hp) 1S: 9020 1979
41. 11340 1982-1		82-12-01	83-11-30	Mohan Singh Harbhaian Singh, Iron Foun, dry Works, G.T. Roal, Goraya-144409 Distt, Jullundur (Puniab).	General and safety requirements for pow Tathresher, syndicate type with feeding system covered chute rating 3.7 kw to 11.1 kw (5 hp to 15 hp)—1S:9020—1979
42, 11341 2 1982-1		82-12-01	83-11-30	Sharma Iron & Steel Co., G.T. Road, Batala-143505 (Puniab).	General and safety requirements for pow, r thesher, spike tooth cylinder, type with feeling system covered chute rating 2.2 kw to 14.8 kw (3 hp to 20 hp)— IS:9020—1979

(1)		(3)	(4)	(5)	(6)
	11342 28 1982-11-23	82-12-01	83-11-30	Precision Electronics Instrument & Components, 20. Samroz Indl. Estate, Ram Mandir Road, Goregaon (West).  Bombay 400062 (Office - 17 Rdnv]r Bldg. 66/70, Princess Street, Bomfiay-400002) (Maharashtra)	1S: 5291 - 1969
	11343 29 1984-11-23	82-12-01	83-11-30	Janta Iron & Mill Store Co., G.T. Road, Batala (Punjab)	General and safety requirements for power thresher, spike tooth cylinder type with feeding tystem covered chute rating 2.2 kw to 14.8 kw (3 hp to 20 hp) - IS: 9020 - 1979
	11344 30 1983-11-24	82-12-01	83-11-30	Acmeo Universal, Dasawdron, Rajarhat, Gopalpur, Distt. 24 Parganas (W.B.). (Office: 425 Lake Gardens, Calcutta-45)	Domestic gas stoves for use with liquefied petroleum gases with double burners- IS: 4246 1978
	11345 31 1982-11-30	82-12-01	83-11-30	Saroj Alloys & Steels Ltd., Kariganur, Post Box No. 38, Hospet-583201 Distt. Ballary (Karnataka)	Cold worked steel high strength deformed bars for concrete reinforcement 18:1786 1979
	11346 32 1982-11-23	82-12-01	83-11-30	-do-	Structural steel (standard quality) - IS: 226 - 1975
48,	11347 33 1982-11-23	82-07-01	83-06-30	J.K. Steel, (A division of J.K. Synthetics Limited) Rishra, Distt. Hooghly (W.B.) (Office: 7 Council House Street, Calcutta)	Round strand galvanized steel wire ropes for shipping purposes - 1S: 2581 1977
	11348 34 1982-11-24	82-12-01	83-11-30	Jaya Conductors, F-4, Industrial Estate, Nandyal-518502 (A.P.) (Office: Door No. 25-194, Sanjeeva Nagar, Nandyal-518501)	Aluminium stranded conductors for overhead transmission purposes - IS: 398 (Part I) 1976
	11349 35 1982-11-24	82-12-01	83-11-30	-do-	Aluminium conductors galvanized steel reinforced for overhead transmission purposes  IS: 398 (Part II) 1976
	11350 28 1982-11-24	82-12-01	83-11-30	Bansal Ispat (Lucknow) Pvt. Ltd., B-1/1. Area., Nadargani, Lucknow (U.P.) (Office: Bansal House, Way Road, Lucknow)	
52.	11351 29 1980-11 <b>-2</b> 3	82-12-01	83-11-30	Shree S.K. Industries, Gola Road, Dinapur Cantt. Patna-801503	Deep well hand pumps of size 100 mm Bore ISs 9301 1979
	11352 30 1982-11-23	82-12-01	83-11-30	Arunachal Forest Products, Kharsang P.O., Nunchik, Arunachal Pradesh (Office: Makum Road, Tinsukia, Assam)	Plywood tea-chest panels IS: 10 (Part II) 1976
	11353 31 1982-11-23	82-12-16	83-12-15	Priya Hosicries, 13, S.N.V.S. Layout, Kongunagar, Tirupur-638601 (TN)	Plain knitted cotton vests types: RN & & RNS, size: 75 to 90 cms, gauge: 14
					IS: 4964 1980
	11354 32 1982-11-26	92-17-01	83-11-30	Bansal Ispat (Lucknow) Pvi. Ltd., B-1/1, Industrial Area, Nadargunl, Lucknow (U.P.) (Office: Bansal House, Way Road, Lucknow)	Cold worked steel high strength deformed bars for concrete reinforcement size: up to and including 20 mm only IS: 1786 1979
	11355 33 1982-11-26	82-12-01	83-11-30	Unidor Industrics, C-37/38, Bais Godown, Indl. Estate, Near S.B.I. Jaipur-302006.	PVC insulated cables with copper conductors for working voltages upto an including 1100 volts excluding cables for use under outdoor/low temperature condictions  IS:694 1977
57.	11356 34 1982-11-27	82-12-01	83-11 <b>-</b> 30	India Smiths (India), Plot No. 310, Sector-24, N.I.T., Faridabad-12001 (Haryana.)	Domestic gas stoves for use with lieque- fied petrolcum gases with double burners, gas ratings: 50 1/hr and 77 1/hr— IS: 4246—1968
58.	11357 35 1982-11-30	82-12-01	83-11-30		Cement Paint, Colour as required—  18: 5410—1969

(1)	(2)	(3)	(4)	(5)	(6)
59.	11358 36 1982-11-30	82-12-01	83-130	Silver Flame Appliances, Shed No. 3, A-3, Dilshad Garden, G.T. Road, Shahdara, Delhi-110032. (Office: 383-C/1 East Azad Nagar, Near Kishan Nagar, Delhi-110051).	Domestic gas stoves for use with liquefied petroleum gases with double burners ratings: 54 and 77 1/hr— IS: 4246—1978
60.	11359 37 1982-11-26	82-12-01	83-11-30	Saroj Alloys & Steels, Ltd., Kariganur, P.B. 38, Hospet, Distt. Bellary, (Karnataka).	Structural Steel (Ordinary quality)— IS: 1977—1975
61.	11360 30 1982-11-30	82-12-16	83-12-15	A.V.M. Cattle & Poultry Feeds Mfg. Industries, 275, Shanti Nagar, Saibaba Colony, K.K. Padur, Coimbatore-38 (Office: 25/689, Rangai Cowder Street, Coimbatore-641001).	Compounded feed for cattle, type 1 & 2— IS: 2052—1979
<b>.</b> 62.	11361 31 1982-11-30	82-12-16	83-12-15	Krishi Chemicals, (Prop. Bengal Pesticides Pvt. Ltd.), Village Ekashara, Benaras, Road, Kona, Howrah (W.B.) (Office: 10 clive Row Calcutta-700001).	DDT EC— IS: 633—1975
63.	11362 32 1982-11-39	82-12-16	83-12-15	Chemicals & Insecticides, Ram Nagar, Karnajaha, 14-15 km Deoria Road, P.O. Bainsaha, Rly. Station Kushmi, Gorakhpur. (Office: Saraf Chamber, Hindi Bazar, Gorakhpur) (U.P.)	Malathion DP— IS: 2568—1978
64.	11363 33 1982-11-30	82-12-16	83-12-15	Krishi Chemicals (Prop. Bengal Pesticides Pvt. Ltd.,) Vill. Ekshara, Benaras Rond, Kona, Howrah (W.B.), (Office: 10, Clive Row, Calcutta-790001).	Aldrin EC— IS: 1307—1973
65.	11364 34 1982-11-30	82-12-16	83-12-15	New Age Cable Company, Old Amber Road, Jaipur-302002	Aluminium conductors galvanized steel reinforced for overhead transmission purposes— 1S: 398(Part II)—1976.
66.	11365 35 1982-11-26	82-12-16		Castings (India) Inc., Piot No. M-29, Phase-IV, Adityapur Indl. Area, P.O. Gamaria, Distt. Singhbhum, (Bihar). (Office: 171/A, M.G. Road, Calcutta-700007)	Cold worked steel high streng th deformed bars for concreted reinforcement—IS: 1786—1979.
67.	.1366 36 1982-11-30	82-12-16		Allied Engineering & Electrical Co., 22. Umakant Udyog Nagar, Mavdi Plot, Rajkot-360004.	Vertical, single cylinder, water cooled four stroke diesel engines of the following ratings: Output 5.88 kw (8hp) Speed 850 RPM Governing Class B SFC 300 g/kw/h IS: 1601—1960.

1	2	3	4	5		6	
68.	11367 37 1982-11-30	82-12-16	83-12-15	Ellen Industries,  1, Ellaitholtam Road, Poelamedu Coimbatore.	Monoset pumps of the foll		ollowing sizes:
				. '	Size	Speed	Type/Model
					65 × 50	1440 RPM	MP-1
					Duty Poin	t	Motor
							2.2 kw Class A
69.	11368 38 1982-11-30	82 <b>-1</b> 2-16	83-12-15	Frontier Springs, B-138, Udyog Nagar, Kanpur-208002 (U.P.).	Leaf spring IS-1135-	-	
					- /··-	_	'.M.D. /13 : 11]
					B.N. SIN	GH Addl. Di	rector General

### कृषि मंत्रालय

688

(कृषि भौर सहकारिता विभाग)

नई दिल्ली, 31 जनवरी, 1986

का. मा. 664:--इस विभाग की तारीख 19 जून, 1985 की सम संख्यक प्रधिसृचना के प्रनुकम में तथा पशु आयान प्रधिनियम, 1898 (1898 का ग्रिधिनियम 9) के खंड 3 उपखंड (1) जिसका पशु प्रापात (संशोधन ऋधिनियम, 1953 का ऋधिनियम (1) द्वारा संशोधन किया गया था, द्वारा प्रवत्त शक्तियों का प्रयोग करते हुए केन्द्रोय सरकार एतद्द्वारा इस अधिसूचना के जारी होने का ताराख ने छ : महाने का अविधि के लिए यू. के. आयरलैण्ड अमरोका, फांस, आस्ट्रलिया, जर्मन संघीय गणराज्य वेलज्यिम, जापान, इटर्ला, आस्ट्राया, डेनमार्क, आर्जाल, स्वॉडन, युगोस्लाविया, चेकोस्लोविकिया अथवा किस। प्रन्य जिसका भारत में प्रायात किए जाने नाला प्रम्वजातीय स्टाक केवल 5 वर्ष की मायु याले वछड़ों भीर साड़ों तथा 4 वर्ष की साय बाले सम्ब-णावकों (फोलास), जिनका कभी मेल नही कराया गया है श्रीर जी प्रजनक स्टाक के सम्पर्क में नहीं रहे हैं, को छोड़कर ऊपर निर्दिष्ट देशों में पैदा हुआ हो, प्रणवा पाला गया हो प्रथवा व मायात किए जाने से शीझ पहले गत 12 महीनों के दौरान उन देशों में ले जाए गये हों, ग्रहबजातीय पशुभों के आयात पर प्रतिबंध लगाती है, बशर्से कि

- (क) अधिनियम के अन्तर्गत विनिधिष्ट आवश्यकताओं के अतिरिक्त युवा अण्वजातीय पशुत्रों के साथ प्राधिकृत पणु चिकित्सक का इस भाशय का पणु चिकित्सा संबंधी एक स्थास्थ्य प्रमाणपत्न हो कि कि पशुगत एक वर्ष के दौरान प्रजनक स्टाक के सम्पर्क में नहीं रहा है और इन पणुओं में विगच्छद तथा मूलदार (योनि और सरविक्म) से एकत्न की गई फरेरी मानक संबंधनिक और सीरम संबंधी पद्धतियों द्वारा व्याधि विषयक सूक्ष्म अणुओं विशेषकर होमोफिलियस इक्क्षीजेनोटलिंग के लिए निर्यात हेतु पोत रोहण से पूर्व 30 दिनों के अन्दर निरन्तर तीन परीक्षण करने पर नकारात्मक पाई गई है।
- (ख) भारत में प्राप्त किए जान पर भ्रायातित पणुश्रों की सरकारी संगरीध केन्द्र प्रथना कृषि मंत्रालय द्वारा विशेष रूप से स्वीकृत परिसर में 30 दिन तक अलग रखा जाएगा। संगरीध की भ्रवधि के दौरान श्रायाप्तित श्रप्य-जातीय पशुश्रों का दो मान्यता प्राप्त प्रयोगभाला में साप्ताहिक ग्रंतराल पर निरन्तर तीन बार जीवाण भीर सोरम संबंधी सबैधनिक जांच की जाएगी भीर

संकामक अध्वजातीय मैंद्रिईटिम (कान्ट-जियस इक्वाईज मद्रुइटिस (रोग के लिए नकारात्मक घोषित किए जाने के बाद ही इन पशुभों की अन्य पशुभों के साथ मिलने दिया जायगा ।

[सं. 50-22/77-एल. की. टी (एल. एच. ए. क्यू. (खंड. 2)] टी. की. नाहर, भवर सचिव (पगुपालन)]

### MINISTRY OF AGRICULTURE

(Deptt. of Agriculture & Cooperation)

New Delhi, the 31st January, 1986

S.O. 664.—In continuation of this Department's Notification of even number dated 19th June, 1985 and in exercise of the powers conferred by sub-section (i) of Section 3 of the Livestock Importation Act, 1898 (Act 9 of 1898) as amended by the Livestock Importation (Amendment) Act, 1953 (Act 1 of 1953), the Government of India hereby prohibit for a period of six months from the date of issue of this notification the import into India of equine species of animals from the United Kingdom, Ireland, the United States of America, France, Australia, the Federal Republic of Germany, Belgium, Japan, Italy, Australia, Denmark, Brazil, Yogoslavia, Czechoslovakia and Sweeden or from any other country whose equine stock meant for import into India had originated from or been reared in or visited any of the above specified countries during the immediate past tweleve months prior to importation, except colts and stallions upto five years and fillies up to 4 years of age which have never been mated and have not been in contact with the breeding stock, provided that:

- (a) In addition to the health requirements specified under the Act, the young equines are accompanied by a Veterinary Health Certificate from an authorised veterinarian that the animals have no been in contact with the breeding stock during the last one year and that the swabs collected from prepuce, Urethra Vagine, Carvix of these animals, were found negative for pathogenic micro-organisms specifically Haemophilus equigenitalis, by standard culture and serological methods on three consequitive testing during the 30 days immediately prior to embarkation for export,
- (b) On receipt in India such imported animals are kept in quarantine for a minimum perod of 30 days at the Government Quarantine Station or the premises specially approved by the Ministry of Agriculture for that purpose. During this quarantine period the

imported equines shall be subjected to bacteriological and seralogical examinations by recognised laboratories (list annexed), on three consecutive occasions, conducted at weekly intervals and shall be permited to mix with other stock only when dec-

lared negative for contagious equine metritis infec-

[No. 50-22]77-LDT (LH-AQ) Part II] D. D. NAHAR, Under Secy.

### नई दिल्ली, 7 फरवरी, 1986

### श्रादेश

का ब्रा. 665 — नाष्ट्रपति, केन्द्रीय सिविल सेवा (वर्गीकरण, नियंत्रण और प्रपील) नियम, 1965 के नियम 9 के उपनियम (2), नियम 12 के उपनियम (2) के खंड (ख) और नियम 24 के उपनियम (1) द्वारा प्रदत्त प्रक्तियों का प्रयोग करते हुए, और इस विषय पर ब्रादेश सं. 29-8/83-फ.प्रशा.-4 तारीख 4-3-85 को बहां तक ब्राधिकांत करते हुए, जहां तक इसका संबंध विस्तार निदेशालय के ब्राधीन क्षेत्रीय गृह ब्रायौगारिखयों के सभी कार्यालयों से हैं, यह निदेश देते हैं कि:--

1. इस ब्रादेश की ब्रन्सूची के भाग । के स्तम्भ (1) में बिनिर्दिष्ट साधारण केन्द्रीय सेवा समूह ख के पर्शे के संबंध में उक्त ब्रनुसूची स्तम्भ (2) और (3) में बिनिर्दिष्ट प्राधिकारी स्तम्भ (4) में बिनिर्दिष्ट शास्तियों के संबंध में कमशः नियुक्ति प्राधिकारी और ब्रनुशासनिक प्राधिकारी होगा, और स्तंभ (5) में बिनिर्दिष्ट प्राधिकारी उनका श्रपील प्राधिकारी होगा; और

2. इस श्रादेश की श्रनुसूची के भाग 2और भाग 3 के स्तम्भ (1) में विनिर्दिष्ट माधारण केन्द्रीय सेवा, समृह "ग" और साधारण केन्द्रीय सेवा समृह "ग" के पदों के संबंध में, उक्त श्रनुसूची के स्तम्भ (2), (3) और (5) में विनिर्दिष्ट श्राधिकारी स्तम्भ (4) में विनिर्दिष्ट शास्तियों के संबंध में क्रमणः नियुक्ति श्रीधिकारी, श्रनुणासनिक श्राधिकारी और ध्रपील प्राधिकारी होंगे।

धनुसूची भाग 1 : साम्रारण केन्द्रीय सेवा समुह "ख"

पद का वर्णन	नियुक्ति प्राधिकारी	शास्ति श्रधिरोपित करने के कारी औरवें शस्तियां तो वे हैं (नियम II में दी प्रति निर्वेश सहित)	श्रिषिरोपित कर सकता	ग्रंपील प्राधिकारी	
		प्राधिकारी	दण्ड	-	
1	2	3	4	5	
विस्तार निदेशालय					
समस्त पव	निदेशक, प्रशासन	निदेशक, प्रशासन	मभी	संयुक्त सचिव (विस्तार) कृषि और ग्रामीण विकास मंत्रालय, कृषि और महकारिता विभाग ।	
विस्तार शिक्षा संस्थात , नीलोखोड़ी					
समस्त पद	निदेशक, प्रणासन (विस्तार निदेशालय)	निदेशकः, प्रशासन (विस्तार निदेशालय)	सभी	संयुक्त सचिव (विस्तार) कृषि और ग्रामीण विकास संद्वालय, कृषि और सहकारिता विभाग ।	
क्षेत्रीय गृह ग्रर्थंगास्त्रियों के कार्यालय:		i		•	
समस्य पद	निदेशक, प्रशासन (विस्तार निवेशालय)	निदेशक, प्रणासन (विस्तार निदेशासय)	सभी	संयुक्तं सचिव (जिस्तार) कृषि और ग्रामीण विकास मंत्रालय, कृषि और सहकारिता विभाग ।	
	भाग 2 : स	ाधारण केन्द्रीय सेवा समूह ''ग''			
विस्तार निवेशालय					
ममस्त पव	निदेशक, प्रशासन	निदेशक, प्रशासन	सभी	संयुक्त सचिव (विस्तार) कृषि और ग्रामीण विकास मंत्रालय, फृषि और सहकारिता विभाग ।	
विस्तार णिक्षा संस्थान, नीलोखेडी					
समस्त पद	प्रधानाचार्य	प्रधानाचार्य	<b>म</b> भी	ंनिदेशक (विस्तार निवेशालय)	
क्षेत्रीय गृह प्रर्थंशास्त्रियों के कार्यालय					
समस्त पव	निदेशक, प्रशासन (जिस्तार निदेशालय)	निर्वेशक, प्रणासन (विस्तार निदेशालय)	मभी	संयुक्त सचिव (विस्तार) कृषि और ग्रामीण विकास मंत्रालय, कृषि और सहकारिता विभाग ।	

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[सं. 29-8/83-फ. प्रणा.-4] **ग्रार.डी. मिसल, श्रवर मणिव** 

### New Delhi, the 7th February, 1986 ORDER

S.O. 665:—In exercise of the powers conferred by sub-rule (2) of rule 9, clause (b) of sub-rule (2) of rule 12 and sub-rule (1) of rule 24 of the Central Civil Services (Classification, Control and Appeal) Rules, 1965, and in supersession of Order No. 29-8/83-C.A. IV dated 4-3-85 on the subject in so far as they relate to the Directorat of Extension, Extension Education Institute, Nilokheri and all the Offices of the Regional Home Economists nder the Directorate of Extension, the President hereby directs that :-

- (1) in respect of the posts, in the General Central Services, Group B, specified in column (1) of Part I of the Schedule to this Order, the authorities specified in columns (2) and (3) of the said Schedule shall respectively be the Appointing Authority and Disciplinary Authority in regard to the penalties specified in column (4) and the authority specified in column (5) shall be the Appellate Authority thereof; and
- (2) in respect of the posts in the General Central Services, Group 'C' and the General Central Services, Group 'D' specified in column (1) of Parts II and III of the Schedule to this order, the authorities specified in columns (2), (3) and (5) of the said Schedule shall respectively be the Appointing Authority, Disciplinary Authority and Appeallate Authority in regard to penalties specified in column (4) thereof.

### THE SCHEDULE PART-I-GENERAL CENTRAL SERVICES, GROUP 'B'

Description of post	Appointing Authority	penaltics and it may impose	etent to impose penalties which (with reference to in rule (11)	Appellate Authority	
		Authority	Penalties		
1	2	3	4	5	
Directorate of Ext	ension:				
All Posts	Director of Administration	Director of Administration	All	Joint Secretary (Extension) Ministry of Agriculture and Rural Development, Department of Agriculture and Cooperation.	
•	ion Institute, Nilokheri	757			
All Posts	Director of Administration (Directorate of Extension)	Director of Administration (Directorate of Extension)	All	Joint Secretary (Extension) Ministry of Agriculture and Rural Development, Department of Agriculture and Cooperation.	
_	onal Home Economists	TD			
All Posts	Director of Administration (Directorate of Extension)	Director of Administration (Directorate of Extension)	All	Joint Secretary (Extension) Ministry of Agriculture and Rural Development, Department of Agriculture and Cooperation.	

1	2	3	4	5	
Directorate of	Extension				
All Posts	Director of	Director of	All	Joint Secretary (Extension)	
•	Administration	Administration	•	Ministry of Agriculture and Rural Development, Department of Agriculture and Cooperation	
Extension Educa	ation Institute, Nilokheri				
All Posts	Principal	Principal	All	Director of Administration,	
				(Directorate of Extension)	
	egional Home Economists				
All Posts	Director of	Director of	All	Joint Secretary (Extension)	
	Aministration	Administration		Ministry of Agriculture and Ru	
	(Directorate of	(Directorate of		Development, Department of	
	Extension)	Extension) -		Agriculture and Cooperation.	
F	PART-IIIGENERAL CEN	ITRAL SERVICES, G	ROUP 'D'		
Directorate of E	Extension:				
All Posts	Deputy Director of	Deputy Director of	All	Director of Administration	
	Administration	Administration.		(Directorate of Extension)	
	ation Institute, Nilokheri				
All Posts	Principal	Principal	All	Director of Administration. (Directorate of Extension)	
Offices of the Re	egional Home Economists			,	
All Posts	Regional Home	Regional Home	All	Director of Administration,	
	Economist	Economist		(Directorate of Extension).	
				[No. 29-8/83-CA-IV]	
				R.D. MITTAL, Under Seev.	

### राष्ट्ररी विकास मंत्रालय

न हे दिल्ली, 10 फरवरी, 1986

का. था. 660.—राष्ट्रवित, मूल नियम के नियम 45 द्वारा प्रवक्त शिक्तयों का प्रयोग करने हुए सरकारी नियास स्थान भावंटन (विल्ली में साधारण पूल) नियम 1963 का भीर संशोधन करने के लिए निम्ल- सिखित नियम बनाते हैं, प्रथीत :—

- 1. (1) इन नियमों का सिक्षण्त नाम सरकारी निवास स्थान प्रायंटन (दिल्ली में साधारण पूल) (सशोधन) नियम, 1986 है।
  - (2) ये राजपत्न में प्रकाशन की तारीख को प्रवृत्त होंगे।
- 2. सरकारी निवास स्थान भावंटन (दिल्ली में साधारणपूल) नियम 1963 में, श्रनुपुरक नियम 317 ख 11 में, सारणी में
  - (क) (i) "सेयानिवृत्ति या सेवान्त छुट्टी" से संबंधित मद (ii) के सामने प्रविष्टि के स्थान पर "दो मास" शब्दों के स्थान पर "चार माग" शब्द रखे जाएंगे :
  - (ii) "श्राबंटिती की मृत्यु" से सबंधित मद (iii) के सामने "चार मास" शब्दों के स्थान पर "छह मास" शब्द रखे जाएंगे ।
  - (ख) भ्रनुपूरक नियम 317 ख 22 में, निम्नलिखित परन्तुक श्रन्त में भ्रतःस्थापित किया जाएगा, श्रथीत्:---

"परन्तु यह धीर कि सेवानियृत्ति या सेवान्त छुट्टो की वशा में, पूर्वोक्त परन्तुक में यथा उपर्दाणत धनुज्ञप्ति फीस के संदाय पर धौर प्रतिधारण की भ्रवधि चार मास से श्रधिक नहीं होगः।" 1525 GI/85—5 टिप्पण ;-मूल नियम, भारत सरकार के निर्माण धौर आवास तथा पुनर्वास मंत्रालय (निर्माण और आवास विभाग) की धधि-सुचना रां. का. आ. 1980 तारीख 6 मई, 1963 द्वारा प्रकाशित किए गए ।

नियम, 1980 में (गितम्बर, 1979 तक संगोधित) पुनःमुद्रित किए गए । उसके पश्चात् निम्नलिखित द्वारा संगोधित किए गए :

- (i) अधिसूचना सं. 17013/17/81 नीति II तारीख 14-4-82 का. भा. सं. 1607 नारीख 24-4-82
- (ii) सं. 12033(6) 75 नीति (जिल्का II) सारीका 22-11-82 का. भा. सं. 4202 तारीका 18-12-82
- (iii) सं. 12035 (1) 82 नीति II तारीख 1-2-83 सा. का. नि. 159 तारीख 19-2-1983
- (iv) सं. 12024/1/84 नी. 2 ता. 7-5-85 का. श्रा. सं. सं. 2085 ता. 11-5-85

[सं. 12035 (22)/83-पोल-II] वी. एस. रामन, सम्पदा उप निदेशक (नीति)

## MINISTRY OF URBAN DEVELOPMENT

New Delhi, the 10th February, 1986

S.O. 666.—In pursuance of the provisions of rule 45 of the Fundamental Rules, the President hereby makes the following rules further to amend the Allotment of

Government Residences (General Pool in Delhi) Rules, 1963 namely:—

- (i) These rules may be called the Allotment of Government Residences (General Pool in Delhi) Amendment Rules, 1986.
  - (ii) They shall come into force on the date of their publication in the Official Gazette.
- 2. In the Allotment of Government Residence; (General Pool in Delhi) Rules 1963, in sub-rule (2) of supplementary rule 317-B-11, in the table,
  - (a) (i) for the entry against item (ii) relating to "Retirement termin: 1 leave", "for the words '2 months' the words '4 months' shall be substituted;
  - (ii) for the entry against item (iii) relating "Death of the ailottee", for the words '4 months', the words '6 months' shall be substituted.
  - (b) in the supplementary rule 317-B-22, the following proviso shall be inserted at the end, namely:
    - "Provided further that in the event of retirement or terminal leave, the period for further retention on payment of licence fee as indicated in the

aforesaid provise shall be not exceeding 4 months.".

NOTE.—Principal rules were published under the notification of the Government of India in the Ministry of Works and Housing and Rehabilitation (Department of Works and Housing) vide S.O. No. 1330 dated the 6th May, 1963.

The rules were re-printed in 1980 (corrected upto September, 1979).

Subsequently amended by :---

- Notification No. 17013(1)|81-Pol. II dated 14-4-82 S.O. No. 1607 dated 24-4-82.
- (ii) No 12033(6)|75-Pol.II(Vol. II) dated 22-11-82 S.O. No. 4292 dated 18-12-82.
- (iii) No 12035(1)|82-Pol, II dated 1-2-83 GSR 159 dated 19-2-1983.
- (iv) No. 12024(1)|84-Pol. II dated 7-5-85 S.O. No. 2085 dated 11-5-85.

[No. 12035(22)|83-Pol. II]

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V. S. RAMAN, Dy. Director of Estates (Policy)

### परिवहन मंत्रालय

(रेल विभाग)

(रेलवे बोर्ड)

धार की ई/7/86

**मई वि**रुली, 20 जनवरी, 1986

- का. आ. 667.---पंतिधान के अनुष्ठित 309 के परम्तुक द्वारा प्रवस्त समितयों का प्रयोग करते हुए, राष्ट्रपति एतद्द्वारा रेल कर्मकारी (अनुशासन एवं अपीम) नियम, 1968 को ओर आगे संशोधित करने के लिए निम्नलिखित नियम बनाते हैं, अर्थातः--
  - 1. (1) में निवम रेल कर्नचारी (अनुशासन एवं अपील) (संशोधन) नियम, 1986 कह्लामेंगे।
  - (2) वे सरकारी राजपल में प्रकाशन की सारीख से प्रवृत्त होंगे।
- 2. रेल कर्मेचारी (अनुगासन एवं अपील) नियम, 1968 की अनुसूची-I में अनुसंधान प्रभिकल्प मानक संगठन की बंद के अंदर्गत कामल (1) से (5) में इन्द्राओं के स्थान पर निम्नलिखित को प्रतिस्थापित करें, अर्थात :→

मद सं.	रेल कर्नचारी का नर्ग		वण्डों का स्वरूप जिसे स्तम्भ (3) का प्राधिकारी स्तम्भ (2) में विणित रेल कर्मेचारियों पर अधिरोपित करने में मक्षम है और उस प्राधिकारी की उनको निलम्बित स्थिति में रखनेकी शक्ति	
(1)	(2)	(3)	(4)	(5)
1.	वर्ग 'घ' और वर्ग 'ग रेल कर्मचारो वृन्त	संपुक्त निदेशक अथवा अपर निदेशक अथवा निदेशक अथवा मु. उ. महानिदेशक अथवा महानिदेशक	नियम 6 में जिनिर्दिष्ट पक्षी दंड और निलम्बन	ठीक उच्चतर प्राधिकारी कालम 3 का प्राधिकारी जिसके अधीन भाषत्म है।
2.	_			ठीम उच्चतर प्राधिकारी गालम 3 में उस्लिखित अधिकारी जिसके आसन्त अधीत है
3 (¶)	वर्ग 'घ' कर्मकारीवृन्द	पःनिष्ठ वेतनभान घयवा वर्ग 'ख' ह धिकारी, महानिवेशक का सचिव सहायक क्रभियन्ता (निर्माण)		ठीय उच्चतर प्राधिकारी कालम 3 में उस्लिखित प्रधिकारी जिसके श्रामस्य ध्रधीन है।

(1)	(2)	(3)	(4)	(6)
3 (खा)	(संहित) तक वेतन के	निष्ठ वेतनमान अथवा वर्ग अधिकारो महानिदेशक को सरि गयक अभियन्ता (निर्माण)	'आव' नियम 6 की नव (1) से (vi) जब, विनिर्दिष्ट सभी वंड ओरनिलंबन	ठीफ उच्चतर प्राधिकारी कालम 3 में उल्लिखित प्रधिकारी जिसके प्रातन्त प्रधीन है।
4.	430 रु. (सं.वे.) 5ः पहुंचने वाले वेलनमान से में वर्ग 'घृं' कर्मचारी- वृत्द ओर वर्ग 'ग'क्तर्म— चारीयृग्द ।	50~900 ६. (सं्वे.) आरि भक्षिका बेसनभान में वरिष्ठपर्य	र उस नियम 6 की भई (1) ओर (IIIक) वेशक में विनिर्दिश्य दंड ओर वर्ग 'ग' के कर्नचारी के मानले में 24 घंटे अन्दर संबंधित अनुभाग के वरिष्ठ वेतनमान अयवा वर्ग II के अधिकारी की रिपोर्ट की गर्त के साथ निलंबन भी	में उल्लिखन अधिकारी जिसके

टिप्पणी:- सेवा से अतिवार्य सेवा तिवृत्ति, या हटाए जाने या पदण्युति का दंड केवल नियुक्ति प्राधिकारों या समयक्ष ओहवे के प्राधिकारी या उच्छतर प्राधिकारी द्वारा ध्रक्षिरोपित किया जा सकेगा।

> ए. एन. वांचू, सचित्र, रेलचे बोर्ड [ॉ. ईं (को एण्ड ए) 80-फार जी-6-2:] वी. के. राब, उस निक्षणक, स्थापना (अ. एवं अ.) रेलचे बोर्ड

टिंगगों :- मुख्य नियम भारत के राजपन्न में दिनांक 22-8-68 को स्थिसुकता सं. ई (को एंड ए) 66 धार को 6-9 दिनांक 14-9-68 को का. धा. 3181 के माध्यम से प्रकाशित किये गये थे। तदस्तर रेल कर्मचारों (श्रनुशासन और धर्माल) नियम, 1968 में निम्नलिखित संशोधन किये गयें हैं:-

कम सं.	घ्रधिसूकना सं.	<b>दि</b> नांक	भारत के राजपत भाग-II, खंड-3, उपखंड (iii) में प्रकाशित का. भ्रा. सं. दिनाक	
1. \$ (\$\vec{x}\$)	. एंडए) 66 धारजी 6-9	10-4-69	1531	24-6-69
2. ई. (इं	ा एंड ए) 67 फ़ॉर जी 8−13	7-4-71	1925	8-5-71
3. ई (डी	ग्डिंगे) 70 फारजी 6−63	9-6-71	2501	3-7-71
4. ई (डी	·एंडए) 70 कारजी 6-60	19-10-71	5078	6-11-71
5 <b>ई</b> ( <b>इ</b> )	प्डिए) 70 धारिजी 6−41	21-10-71	4050	30-10-71
6. K (K)	'एंडए) 70 घारजी 6-43	12-11-71	5264	4-12-71
7. 崔 (重	ाएंडए) 70 भारजी 6−52	25-3-72	947	8-4-72
8. ই (র	ाएं <b>ड</b> ए) 70 म्रार जी 6∼69	17-11-72	3918	25-11-72
9. <b>Ę</b> (Ē	ाएंडए) 69 मारजी 6−9	5-2-73		
10. ई. (इटे	। एंड ए) 71 घार जी 6∼60	13-7-73	2897	6-10-73
11. ई (डी	एंडए) 75 फार जी 6−35	5-4-77	1413	14-5-77
12. K (K	ो एंड ए) ७७ भार जी ६-३६	7-7-78	2193	29-7-78
13. ई (ई	ां एंडए) 73 झार जी 6∼54	29-11-78	3643	23-12-78
14. ₹ (₹	ो एंडए) 77 क्षार जी 6-30	7-4-78		
15. ई (इं	प्डिए) 79 झारजी 6−26	17-8-79	3057	8-9-79
16. ई (ई	िएं <b>ड</b> ए) 79 भार जी 6-12	<b>2</b> 5-10-79	3777	17-11-79
17. ₹ (₹	रिएंडए) 78 फारिजी 6—61	22-11-79		
18. ₹ (₹	िएंडएँ) 79 श्रारजी 6−29	31-12-79	143	19-1-80
19. ई (र्ड	रिएंडए) 78 छार जो 6-11	6-2-80	441	23-2-80
20. ई (ई	रिएंडए) 81 आर जी 6-72	3 1-8-82		
	रे एंड ए) 81 श्रार जो 6−63	10-8-83	सा.का.नि. 982	17-12-83
	ो एंडए) 81 भारजी 6−54	31-5-84	सा.का.नि. 632	23-6-84
	एंड ए) 82 यार ज <i>ि</i> 6—2 <b>9</b>	30-3-85	1822	27-4-85
	। एंड ए) 33 घार जो 6— <b>45</b>	13-6-85	3105	6-7-85

### MINISTRY OF TRANSPORT

(Department of Railways)

(Railway Board)

### RBE/7/86

New Delhi, the 20th January, 1986

- S.O. 657:—In exercise of the powers conferred by the proviso to article 309 of the Constitution, the President hereby makes the following rules, further to amend the Railway Servants (Discipline and Appeal) Rules, 1968, namely:—
  - 1. (1) These rules may be called the Railway Servants (Discipline and Appeal) Amendment Rules, 1986.
    - (2) They shall come into force from the date of their publication in the Official Gazette.
- 2. In Schedule I to the Railway Servants (Discipline and Appeal) Rules, 1968, under the heading 'Research, Desings and Standard Organisation, for the entries in Columns (1) to (5), the following entires shall be substituted, namely:—

Ite	em Class of Rly. servant.	Authority empowered to place a Railway servant under sus- pension or to impose penalties	Nature of penalties which the authority in Col. (3) is emplowered to impose on Rly, servants mentioned in corresponding entries in Col. (2) and powers of that authority to place them under suspension.	Appellate authority.
1	2	3	4	5
1.	Group 'D' and Group 'C' railway servants.	Jt. Director or Addl. Director or Director or Sr. Dy Director General or Director General.	All penarties specified in Rule 6 and suspension.	Next higher authority to whom the authority in Col. 3 is immediately subordinate.
2.	Group 'D' staff and Group 'C' staff except those in scale of Rs. 550750 (RS) and above.	Dy. Director and other officers in Sr. scale or equivalent.	Penalties specified in items (i) to (vi) of Rule 6 and suspension.	Next higher authorit to whom the authority in Col. 3 is immediately subordinate.
3.	(a) Group 'D' staff	Jr. Scale or Group 'B' officers Secretary to Director General Asstt. Engineer (Construction)	-do-	-do-
	(b) Group 'C' staff in scales of pay upto and including Rs, 330—560 (RS),	-do-	Penalties specified in items (i) to (v) of Rule 6 and Suspension.	-do-
4.	Group 'D' staff and Group 'C' staff in scales of pay rising upto Rs. 430/- (RS).	Senior Supervisors in scale Rs. 550—900 (RS) and above.	Penalties specified in items (i) and (iii) of Rule 6 and also suspension susbject to report to Jr Scale or Class II officer of the respective Branch within 24 hours in the case of Group 'C' staff.	

Note: The penalty of compulsory retirement or removal or dismissal from service shall be imposed only by the Appointing authority or an authority of equivalent rank or a higher authority.

[No. E(D & A) 80 RG6 -25]

A. N. WANCHOO, Sccy. Railway Board.

V. K. RAO, Dy. Dir eter Establishment (D&A) Railway Board.

Note: —Urincipal Rules were published in the Gazette of India vide Notification No. E (D&A) 66 RG6 9 dt. 22-8-68 vide S.O. 3181 dt. 14-9-68. Subsequently the following amendments have been made to the RS(D&A) Rules 1968:

S. No.	Notification No.					-		Date	Published in the Gazette of India Pt. II Section 3 sub-section (iii)	
									S.O. No.	Date
1.	E(D&A) 66 RG6-9			 	 		 	10-4-69	1531	24-6-69
2.	E(D&A)67 RG6—13							7-4-71	1935	8-5-71
3.	E(D&A)70 RG6-63							9-6-71	2501	3-7-71
4.	F(D&A)70 RG6-60							19-10-71	5078	6-11-71
5.	E(D&A)70 RG6-41							21-10-71	4050	30-10-71
6,	E(D&A)70 RG6-43							12-11-71	5264	4-12-71

	1		2			 3		·	4				5	
7.	E(D&A)70 RG6-52					 		<u> </u>			25-3-72	. <u> </u>	947	8-4-72
8.	E(D&A)70 RG6-69								•		17-11-72		3918	25-11-72
9.	ED(A&)69 RG6—9										5-2-73			
10.	E(D&A)71 RG6-60										13-7-73		2897	6-10-73
11.	E(D&A)75 RG6-35					-					5-4-7 <b>7</b>		1413	14-5-7 <b>7</b>
12.	E(D&A)77 RG6—36						-				7-7-78		2193	29-7-78
13.	E(D&A)78 RG6-54			,	,				٠.		29-11-78		3643	23-10-78
14.	E(D&A)77 RG6-30										7-4-78			
15,	E(D&A)79 RG6-26			-	-						17-8-79		3057	8-9-79
16.	E(D&A)79 RG6-12										25-10-79		3777	17-11-79
17.	E(D&A)78 RG6-61							,			22-11-79			
18.	E(D&A)79 RG6-39										31-12-79-		143	19-1-80
19.	E(D&A)78 RG6-11										6-2-80		441	23-2-0
20.	E(D&A)81 RG6-72					4					31-8-82			
21	E(D&A)81 RG663	-									10-8-83	GSR	982	17-12-83
22.	E(D&A)81 RG6-54									-	31-5-84	GSR	632	23-6-84
23.	E(D&A)82 RG6-29										30-3-85		1822	27-4-85
24	E(D&A)83 RG6-45								,		13-6-85		3105	6-7-85

## संचार मंत्रालय

(इर संवार विभाग)

नई दिल्ली, 10 फरवरी, 1946

का. या. 668.—स्थाये घाषेण संख्या 637, विनोक 6 मार्च 1960 द्वारा लाग् निये भागतिय नार नियम, 195 के नियम 434 के खंड III के गैरा (ग) के अनुसार महानिदेशक, दूर संवार विभाग ने घोनायर नगर, प्रदानहीं, मंगतम वैश्वकी पालयम, पेघंथोलुबू, पेहमनासूर, प्रमृत्रापालयम तथा इरायहाँ टेलाफोन केन्द्रों, तिन नगड़, में विनोक 25-2-1936 से अभाणित यर प्रणाली लागू करने का निष्या किया है।

[संख्या 5-16/85-पी एव वा]

# MINISTRY OF COMMUNICATIONS (Department of Telecommunications) New Delhi, the 10th February, 1986

S.O. 668.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director General Department of Telecommunications, hereby specifies 25-2-1986 as the date on which the Measured Rate System will be introduced in Sholayar Nagar, Attakatti, Mangalam, Vadakkipalayam, Peruntholuvu, Perumanallur, Ambrapalayam and Eripatti Telephone Exchanges, Tamil Nadu Circle.

[No. 5-16/85-PHB]

का. जा. 669:—स्यारी आवेग संबंध 627, विनांक 8 मार्च 1960 द्वारा लागू किये गये भारतीय तार नियम, 1951 के नियम 424 के खंख III के पैरा (क) के अनुसार महानिवेगक, पूर संधार विमाग ने कलपकत्तम देले कोन केन्द्र, तिमागनाडु, में दिनांक 1-3- 936 से प्रमाणित दर प्रणाली कागू करने का निश्चण किया गया है।

[संख्या 5-19/36-पॅ(एच बी)]

S.O. 669.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegrapi. Rules, 1951, as introduced by S.O. 627 dated 8th March, 1960, the Director General, Department of Telecommunication, hereby specifies 1-3-1986 as the date on which the Measured Rate System will be introduced in Kalpakkam Telephone Exchange, Tamil Nadu Circle.

[No. 5-19/86-PHB]

का. घा. 670:—स्थायी घादेश संख्या 627, दिनांक 8 मार्च, 1960 द्वारा लागू किये गये भारतीय तार नियम, 1951 के नियम 434 के खंड III के पैरा (क) के अनुसार महानिदेशक, दूरसंचार विभाग ने घल-गुलम टेलीफोन केन्द्र, तमिलनाडू, में दिनांक 25-2-1986 में प्रमाणित दर प्रणाली लागू करने का निश्चय किया है।

]सं. 5-20/86-पी. एच. बी.] के. पी. शर्मा, सहायक महानिदेशक (पी. एच. बी.)

S.O. 670.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director General, Department of Telecommunication, hereby specifies 25-2-1986 as the date on which the Measured Rate System will be introduced in ALANGULAM Telephone Exchange, Tamil Nadu Circle.

[No. 5-20]86-PHB] K. P. SHARMA, Assistant Director General (PHB)

#### श्रम मंशालय

#### नई दिल्ली, 5 फरवरी, 1986

का. था. 67!:—आंबोगिक विवाद श्रविनियम, 1947 (1947 का 14) की धारा 17 के श्रनुणरण में केन्द्रोय सरकार मारतीय स्टेट वैंक हैदराबाद के प्रबन्धतंत्र से सम्बद्ध नियोजकों और उनके कर्मणारों के जीभ, अनुबध में निर्दिष्ट औद्योगिक विवाद में अंबोगिक श्रधिकरण, हैदराबाद के पैचाट को प्रकाशित करती है, जो केन्द्रोय सरकार को 23-3-86 की प्रण्त हुआ था।

## MINISTRY OF LABOUR

#### New Delhi, the 5th February, 1986

S.O. 671.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Hyderabad as shown in the Annexure in the industrial dispute between the employers in relation to the State Bank of India, Hyderabad and their workmen, which was received by the Central Government on the 23rd January, 1986.

## BEFORE THE INDUSTRIAL TRIBUNAL (CENTRAL) AT HYDERABAD

#### INDUSTRIAL DISPUTE NO. 74 OF 1984 BETWEEN

Workmen of State Bank of India, Hyderabad.

#### AND

Management of State Bank of India. Hyderabad.

#### APPEARANCES:

- Sri P. Venkateswara Rao, President State Bank of India Staff Association, Hyderabad Circle Hyderabad for the Workmen.
- Sri K. Chalapathi Rao, Law Officer, State Bank of India, Local Head Office, Hyderabad for the Management.

#### AWARD

The Government of India, Ministry of Labour and Rohabilitation, by its Order No. L-12012/293/83-D. II(A) dated 29th August, 1984 referred the following dispute under Section 7A and 10(1)(d) of the Industrial Disputes Act. 1947 between the employers in relation to the Management of State Bank of India, Hyderabad and their workmen to this Tribunal for adjudication.

"Whether the action of the Management of State Bank of India, Local Head Office, Hyderabad in relation to their Vizianagaram Branch in not absoroing Shri K. Srinivasa Rao, Ex-Cashier in the Bank 8 service and terminating his services with effect from 19-3-1966 is justified 7 If not, to what refler is the workman concerned entitled?"

This reference was registered as Industrial Dispute No. 74 of 1984 and notices were issued to the parties.

- 2. The Workmen filed claims statement stating that he worked in the State Bank of India, Vizianagaram Branch from 1963 to 1965 and later as Cashier upto 1966. He was terminated without any reasonable cause and without any notice whatsoever though during the period of employment he had put in more than one year of continuous service within the meaning of provisions of I.D. Act. According to him the Bank called for written test and interview for Sri Srinivasa Rao in the month of Cetober 1982 along within the batch of similarly terminated employees as per the understanding arrived at before the Assistant Labour Commissioner, (Central) Vijayawada for their reinstatement. He mentioned that the I.D. No. 9 of 1977 that the fact this workman did not pass the qualifying test is of no consequence as far as Section 25F of the I.D. Act is concerned, Therefore it is requested to declare and de ide that the termination of the services of Sri Srinivasa Rao from 20-3-1966 without any reasonable cause and without notice, is in violation of I.D. Act and that he should be reinstated with back wages from 20-3-1966 along with attendant benefit.
- 3. In the counter it is mentioned that the reference bad and illegal and without jurisdiction as the Association which espouses the cause of the workmen did not command the support of a substantial or appreciable number of employees in the State Bank of India, Hyderabad Circle, It is mentioned that K. Srinivasa Rao was engaged by the Management as temporary cashier from 10-1-1963 to 19-3-65 with some breaks in between and his services is temporary in nature and were dispensed with when they were no more required. Sri K. Srinivasa Rao had thus put in a continuous service of one year within the meaning of the LD. Act. For appointment in the Clerical cadre as per the policy and practice of the Banking administration conducts a written examination to the eligible candidates and those who are successful in the Bank. The Bank observed that there were some candidates who had similarly gained protection under the I.D. Act and conducted a special test for all of them. The workman along with other similarly placed candidates were called for written examination. When he consented to sit in examination along with others who had attended the test along with him it should be deemed to have indicated his acceptance to the position that his reinstatement or otherwise in the Bank is subject to the results of the special test. That he failed in the said examination they cannot be

- appointed him in the Respondent-Bank. Award passed in 1.D. 170, 9 or 197/ had nothing to do with the dispute on hand.
- 4. On the Workers aide they marked Exs. WI to Will by consent, and no wintess is examined. On behalf of the briangement one without is examined and marked Exs. MI to Ma.
- 5. M.W1 is one Chand Ahmed who is working as Officer in the state mank of India, reisonned department recolung to him the total inemocratic or the minor which is representing this workman is around 100 whereas the total number or workers in the Ciercar cause or employees put together is about 10,000, the admitted that K. of mivasa Kao was engeged by the Management as temporary Godown Keeper and temporary cashier, between 1-4-1964 to 25-5-1905 and from 24-3-1965 to 19-9-1966 respectively, with breaks in between these periods and according to min his acryices are purely temporary and they were terminated as and when they were not required. He filed statement of particulars of service as Ex. M.I. According to him they conducted special test for recruitment of persons belonging to these categories as of employees and Ex. M2 is a letter addressed by the rersonnel Manager, State Bank of India Personnel Department, Hyderabad to Sri k. Srinivasa Rao permitting him to sit for the test and Ex. M3 is the photostat copy of successful candidates of special test held on 3-10-1982. As per this statement K. Srinivasa Rao is not one of the successful candidate and as such he is not eligible for reinstatement, and he is therefore not entitled for the relief prayed for reinstatement.
- o, now the addition facts of the case are that 511 K. Srimivasa Rao who was employed as Godown Receper in the state Bank of India, Vizianagarum Branch from 1903 to 1905 and fator as Casmer upto 1965, and mining he was terminated from 19-5-1966. In otherwords from 20-3-1966 he was not in service. Ex. MI would show man in ail ne had put in 352 days i.e., from 1-1-1903 to 31-12-1903; 358 days from 1-1-1964 to 31-12-1964; 48 days from 1-1-1965 to 23-3-1965 as Godown Keeper and 241 days from 24-3-1965 to 19-3-1966 with breaks as Temporary Casmer. It is admitted that he was terminated without notice on the ground that he was only a temporary Godown Keeper and Cashler with breaks in between these periods as it is contended that no notice is required as it is a purely temporary. In State Bank of India v. Sundermoney (1970(1)LLJ, page 478) while discussion the scope of Section 2(00) and Section 25F of the I.D. Act while considering the "termination for any reason wholeoners with retargence to the considering the "termination for any reason wholeoners with retargence to the considering the section 25F. whatsoever with reference to the appointment order which itself stipulated the period of employment and at the end of that period if the employees services were terminated it was held to be a retrenchment. It is pointed out that termination embrace not merely the act of termination by the employer, but the fact of termination however, produced. Now Sri Chalapathi Rao for the management contended that the Petitioners case is not properly espoused before the Tribunal and it is not an association having proper membership and when the Union is having 10,000 members it is his case that it is not a representative Union and when there was no dispute this aspect of cross examination of M.W1 it must be held that the Petitioners case cannot be properly represented in a representative character. For this Sri Venkateswar Rao who is the authorised representative for the workmen contended that under Section 2-A and under Section 2(k) it is clearly settled that an individual workman whose service and take the case to the conciliation machinery or approach the Government for a reference to a dispute for adjudication. In Duryadhan Naik v. Union of India (1969 Lab page 1282) IC. Every dismissal of an employee affected prior to incorpora-tion of Section 2-A is governed by Section 2-A Management of Heavy Engineering Cornoration v. Presiding Officer (1978-36) FLR205C. Infact the object of Section 2-A was to give an individual dispute relating to discharge etc. the status of an industrial disnute in respect of such dispute only within the ambit of the definition of an industrial dispute' in Section 2-A National Productivity council v. S. N. Kaul (1969 19 Fact. TR-1) Thus and employee himself can make a dispute inview of the amendment under Section 2-A brought out by virtue of the emendment in 1965. The argument of the representative of the Maangement that under Section 2(k) of the LD. Act such a dispute should be raised only by the recognised Union to be espoused this case is not tenable.

7. Nextly the learned Representative of the Management contended that it is a tact that the said workman completed 240 days under Section 25F of the 1.D. Act but said he tried to distinguish it from the application of principles laid down in Sunderamoney's case. According to him the person who appointed for a specific term when the said term is sought by afflux of time ceased to be an employee and they are not entitled for any notice in Sunderamoney's case, I do not think that the said preposition is correct. Section 25-F of the I.D. Act is very clear on this aspect and it is mandatory also. It clearly stated that no workman employed in any industry who has been in continuous service for not less than one year in employment shall be retrenched by that employer until and unless the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has been expired, or, the workman has been paid in lieu of such notice, wages for the period of the notice and also he should comply with the other provisions. Section 25-F is mandatory in character and payment of retreixhment is condition pre-edent to a valid retrenchment. Retrenchment affected without complying with such Section 25-F is invalid and it is laid down that the workman is entitled for reinstatement. In State of Bombay v. Hospital Mazdoor Sabba [AIR 1960 SC page 510-1960(1)-LLJ, page 25]. Therefore the argument of the authorised re-resentative of the Management is not tenable in view of Ex. M1 wherein from 24-03-1965 to 19-03-1966 the employee was continuously working for 240 days in a period of 12 months. In the instant care he was within the calendar year that has completed 241 days at given time. Thus non-Issuance of notice termination affected both Sections 25-F and also the same is void in the light of 1976(I) LLJ page 478 (Sundermoney's case).

भाग II---बाप्ब 3(ii)]

8. The learned representative of the Management raised that the people like K. Srinivasa Rao and Y. V. Raira Rao along with other 55 persons who were the Employees terminated without notice were asked to appear for a written test by way of special recruitment under Exs. M2 and M3 dated 3-10-1982 and 3-15 1982 as protected extemporary employees in clerical cadre. Though it is found that all the 55 people were selected under the so called special test held on 3-10-1982 surprisingly K. Srinivasa Rao and Y. V. Rama Rao another employee in I.D. No. 26-84 were not selected by the Management and it was not informed that they were not selected also according to him the Management's authorised representative admitted that those 55 employees who were reinstated by virtue of Special test held on 3-10-1982 were paid back wages from 16-1-1976 that is from the date of Sundermoney's case. But it is contended that such a concession was not given to these two persons since then ac epted to sit for the special test and having accepted to sit for the special test they cannot fall back when they failed. It is contended that he argument of the Workmen representative as reported in Santesh Gupta v. Patiala State Bank [1982 (II) LLJ, page 72] had no application and therefore having been a party to the special test. He cannot question that conduction of written examination is bad in law, Sri Vankareswara Rao or the other hand for the workmen contended that by virtue of 1982(II)LLI page 72 S.C. Labour Judgement 1980 page 311 (Septosh Gupta v. State Bank of Patiala) the question whether the management discharging the workmen for failure to pass the test which would have confirmed her in service amounted to retrenchment held as a retreachment within the meaning of Section 2(00) and therefore the Supreme Court set aside the order of the Presiding Officer of the Central Government Industrial-cum-Labour Court New Delhi, who discharged the workman on the ground that she did not pass the test which would have enable to be confirmed as had. The Supreme Court observed that it amounts to retrenchment within the meaning of Section 2(00) and also directed to be reinstated with full back wages. Sri Venkateshwar Rao pointed out that the special test which is conducted is thus bad in law and by virtue of the said test they should not have retrenched on the ground that he did not qualify, it is his case that only two workman i.e. K. Srinivasa Rao and Y. V. Rama Rao were axed in the so called special test while the 55 persons were reinstated with back wages from 16-1-1976 and insisted that similar reinstatement with back wages should be done in the case of those two persons from the time of termination by virtue of Sundermoney's case Srl Chalapathy Rao for the Management contended the holding or examination is not held bad by the Supreme Court and

it was only said that for an employee on the ground of non-qualifying by way of an examination the said employee cannot be terminated, and tried to distinguish the same. I do not think that the said distinction is tenaole. The facts in Sundermoney Case 19/6(I) LLJ page 478 and the Judgement of Supreme Court Labour Judgement 1980 page 311 would equally apply to both these cases and therefore I hold that the Mangement of State Bank of India, Hyderapad Circle was not right in not absorbing K. Srinivasa Rao, Ex-Cashier in Banks service and the termination of service with effect from 19-3-1966 is not justified following the judgement of Sundermoney case as well as the judgement of Santosh Gupta's case which incidentally is a decision given against the sister concern of the State Bank of India (Patiala State Bank) it must be held that the said employee must be reinstated from the time of termination i.e. 20-3-66 and also he should be given back wages and attendant benefits from 20-3-1976 onwards as was done in the case of similar employees. In this case there was no evidence that he was employed alternatively and therefore he is directed to be reinstated with effect from 26-3-1966 as he was terminated on 19-3-1966 and he should be provided with back wages with full attendant benefits from 20-3-1976 onwards as it is subsequent to 16-1-1976 when Sunderamoney's case is pronounced as is given benefit to other 55 persons.

9. Incidentally it is pointed out by the Workmen Representative Sri P. Venkateswara Rao in his Memo dated 26-12-85 that the period of his absence from the Bank while annearing for the aggriced workman on all the dates when he was present before he Tribunal on duty and the same should be treated as duty leave for the purpose of his emoluments and service conditions. I find that the said request is justified and reasonable and when he is representing the employee being a Representative, I therefore hold that on all dates when he appeared before this Tribunal on behalf of the worker should be treated as authorised leave and the Management adjust his leave account appropriately and he should not be treated as an employed being on unauthorised leave for those dates of appearance before this Tribunal.

Award is passed accordingly.

Dictated to the Stenographer transcribed by him, corrected by me and given under my hand and the seal of this Tribunal, this the 23rd day of December, 1985.

Sd/-

## INDUSTRIAL TRIBUNAL

Appendix of Evidence

Witnesses Examined

Witnesses Examined

For the Workmen:

For the Management :

NII.

M.W1 M. Chand Ahmed.

Documents marked for the Workmen by consent :

- Ex. W1 Photostat copy of the Service particulars of K. Srinivasa Rao as temporary cashier.
- Ex. W2 Photostat copy of the letter dt. 10-11-1979 addressed by Branch Manager, State Bank of India, Vizianagaram-1 with regard to furnish the service particulars and Educational Qualifications etc.,
- Ex. W3 Photostat copy of the letter dt. 14-11-79 addressed by K. Stinivasa Rao to the Branch Manager, State Bank of India, Vizianagaran furnishing the service particulars date of birth and Educational qualifications.
- Ex. W4 Photostat copy of the letter dt. 31-3-80 addressed by Branch Manager, State Bank of India, Vizianagarani I to K. Srinivasa Rao to advise whether he intent to take advantage of the Supreme Court Judgement for reinstatement in the Bank's Service.
- Ex. W5 Photostat copy of the letter dt. 5-4-80 addressed by K. Srinivasa Rao to the Branch Manager, State Bank of India, Vizianagaram intimating that he do not know the Supreme Court Judgement and

his termination was in violation of the provisions of the 1.D. Act and the Bank should have renstated him.

- Ex. W6 Photostat copy of the reinstatement of K. Srinivasa Rau on monthly wages.
- Ex. W7 Photostat copy of the letter dt. 21-7-81 addressed by Branch Manager, State Bunk of India, V.z anagaram to K. Srinivaa Rao with regard to furnish an upto date record/account of his means of livelihood even since the date of termination in the Bank before.
- Ex. W8 Representation dt. 23-7-81 made by K. Srinivasa Rao in view of Ex. W7.
- Ex. W9 Photostat copy of the letter dt. 29-9-82 addressed by Branch Manager State Bank of India Main Bran h, Vizianagaram to K. Srinivasa Rao, permitting him to take the Special Recruitment test to be held at Hyderabad on 3-10-82.
- Ex. W10 Photostat copy of the letter dt. 3-10-82 addressed by Personnel Managet, State Bank of Ird'a, Personnel Department, Local Head Office, Bank Street, Hyderabad to K. Srinivasa Rao with regard to protected Ex-Temporary Employees in Clerical cadre.
- Ex. W11 Photostat copy of the letter dt. 30-9-1982 addressed by Branch Manager, State Bank of India, Main Branch Vizianagaram to K. Srinivasa Rao with regard to Clerical Cadre protected Temporary Employees Special Test held on 3-10-82.

#### Documents marked for the Management:

- Ex. M1 Statement showing the details of Services done by K. Srinivasa Rao, as temporary Godown-keeper and Temporary Cashier in the Branch of State Bank of India, Vizianagaram Branch.
- Ex. M2 Letter dt. 3-10-82 addressed by Personnel Manager, State Bank of India, Personnel Department, Local Head Office. Bank Street, Hyderal ad to K. Srinivasa Rao with regard to protected extemporary Employees in clerical cadre.
- Ex. M3 Photostat copy of the list of Successful candidates of Special fest held on 3-10-82.

Dt. · 31-12-85.

[No. L-12012(293)/83-D-II.A]

का .या. 67?.—पीद्योगिक विवाद प्रधिनियम, 1947 (1947 का 14) की धारा 17 के प्रन् जरण में केन्द्रीय सरकार, भारतीय रिजयं केंक, पटना, के प्रवस्पात से लाव कि निरोजकी और उनके पर्भागों के भीत, प्रत्यक्ष में निर्दिष्ट अधागिक विवाद में केन्द्रीय सरकार अधागिक प्रधिकरण नं. 2, धनवाद, के प्रवाद को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-1-86 को प्राप्त हुआ था।

S.O. 672.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal. No. 2. Dhanbad as shown in the Annexure in the industrial dispute between the employers in relation to the Reserve Bank of India. Patna and their workmen, which was received by the Central Government on the 28th January, 1986.

## BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

#### Reference No. 91 of 1985

In the matter of Industrial Disputes under Section 10(1)(d) of the I.D. Act, 1947

#### PARTIES:

Employers in relation to the management of Reserve Bank of India and their workmen.

#### APPEARANCES:

- On behalf of the workmen: Shri A. K. Singh, Vice President, RBI Workers Organisation.
- On behalf of the employers: Shri S. C. Gupta, Asstt. Legal Adviser.

STATE: Bihar.

INDUSTRY: Banking.

Dated, Dhanbad, the 20th January, 1986

#### AWARD

The Government of India, Ministry of Labour in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication under Order No. L-12011/59/84-D.II(A), dated, the 19th June, 1985.

#### **SCHEDULE**

"Whither the action of the management of Reserve Bank of India, Patna in not allowing cash remittance duty to S/Shri Arun Kumar Ojha, Kameshwar Kt/ar and Narendar Kumar Jha according to their sentority on rotational basis on the basis of the remittance order No. 49/83-84 dated 19-3-84 is justified? If not, to what relief they are entitled?"

The case of the workmen is that the concerned workmen S/Shri Arun Kumar Ojha, Kameshwar Kumar and Narendar Kumar Jha are members of Reserve Bank Workers Orgon sation Patna and are working in the local Patna Office of the Reserve Bank of India as Clerks Common Cadre Grade-II (Com/Note examiner). In dis harge of its routine function the Reserve Bank of India Patna send remittances of currency notes under the supervision of Coin/Note examiner to various currency chests in and out of Bihar. After the preparation and issue of remittance order by the Issue Department of the Reserve Bank, it is sent to the Treasurer's Section of the Bank for allotment of Remittance duty to Coin/Note Fxaminer. The Remittance duty is required to be made strictly on the basis of seniority and rotation. A remittance order numbered 49/83-84 dated 19-3-84 was released by the Treasurers Section of the Bank on 21-3-84. According to the practice followed the allotment of remittance duty ought to have been made on the basis of seniority. According to the seniority it was the term of the concerned workmen for allotment of remitance duty. But instead of alloting the remittance duties to them their claim was superseded and ignored on the plea that they were absent from office on 20-3-84. The concerned workmen were on casual leave on 19-3-84 and 20-3-84 following Holi feetival for which they had applied on 15-3-84. However, they were present on duty on 21-3-84. When the allotment orders for the Remittance duty were served on the employees iunior to the concerned workmen. The allotment of remittance duty to the lunior employees was a clear case of back door manipulation to bestow favour on certain persons lanoring just claims of the concerned workmen in violation of the said norms. The practice followed by the Bank in general in depriving Coin/Note Examiner of their claim to remittan e duty allotment on the ground of absence from office even for a single day although the work of allotment spans over three to four days and the remittance is d'snat had not before 15 days from the date of referee of the remittance order is unreasonable arbitrary and unjust.

The dispute under reference is an indistrial dispute as it pertains to matter connected with employment under Section 2(k) of the I.D. Act. 1947 in as much as it involves the enforcement of the provisions of the Issue department manual

of the Bank by which the entire working of the Issue department is regulated and is binding on the management and the working. Under Section 123 of Chapter III or the Manual under the caption "Rotation of Remittance duty" it is stated that the Treasurer will ensure that the Remittance duty is assigned to the eligible staff in strict rotation. This regulation has been made to avoid discrimination in the allotment of Remittance duty. The concerned working and his union has therefore claimed for allotment of a fresh remittance duty. The contention of the management that the allotment is the management's prerogative is wrong. This dispute has been espoised by the Reserve Bank of India Workers Organisation which commands a substantial number of members amongst class III employees of the Bank and hence it is an industrial dispute.

The case of the management is that the dispute referred to in the reference is not an industrial dispute under Section 2(k) of the ID. Act as it has been espoused by an association which does not have substantial following among Class III employees of the Reserve Bank at Patna. The dispute relates to allotment of duties to staff which is the management's function. The concerned worksten have no right either in law or in equity to claim that the Remittance duty must be allotted to them and they cannot demand any particular duty to be allotted to them as a matter of right.

The above objections are on the legal grounds. But on lacts it is stated that according to the practice and procedure followed in the Bank normally the Currency Unicer of the Bank from where the Renuttance has to be sent, sends the Remittance order to the Treasurer indicating the amount of each to be scal and the date of Remittan e etc. If such an order is received before 3 P.M. on normal working days and before 12 noon on Saturdays, the Treasurer allots remittance duty on the same day. The Treasurer maintains a register specially for the number of the persons ter specially for this purpose in which the names of the persons who are present in the office on that particular day and who have not gone earlier on the rotation basis on the remittance duty is written. The Treatmer before allotting the remittance duty will ensure that there will be rotation among the employees and at the same time the employee who shall be allotted the remittance duty is present in the office on the date of allotment, If the order from the Currency Offi er is received after 3 P.M. on working days or after 12 P.M. on Saturday the allotment will be made as above on the next day. The usual procedure is that the initial of the employees to whom remissance duty is allotted will be obtained in the Register as soon as possible. This inture depends up in the fact whether such an employee are available in the office when the Treasurer issues the order stating the names in the Register. The work in the Cash department is related to the quota system and if the quota of work allotted to the employee in a particular section is over, they leave the office. is may therefore be that though the Treasurer gives the order regarding remittance duty, the employees who have been allotted the remittance duty may not sign or initial on the same day as he may or may not be available in the office for signature. One of the concerned workman namely Shri Narendra Kumar Iha was not present even on 21-3-84. If p person is absent either on leave or otherwise he will not he allotted the remittance duty on the date of allotment of the duty. The treasurer cannot keen the allotment of remittance duty in abeyance, for arrival of the employee whose turn has come. In the present case the remittance order No. 49/83-84 dated 19-3-84 was received by the Treasurer section at 12.55 P.M. on 20-3-84. The Treasurer allotted the remittance duty on 20-3-84 inconfirmity with the practice and procedure. As S/Shri Arun Kumar Ojha, Kameswar Kumar and Narendra Kumar Iha were on casual leave on 19-3-84 and 20-3-84 the Treasurer could not allot remittance duty as they were absent in the office on 20-3-84. The fact that the Treasurer has allotted the duties on 20-3-84 is evident from the register maintained for the purpose. As the employees to whom the remittance duty was allotted were not available in office, they initialled or signed the register on 21-3-84. It is not correct to say that the Treasurer had allotted the duties on 21-3-84 only because the employees had initialled or signed the register on 21-3-84. It was incorrect to suggest that the remittance duty was allotted on 21-3-84 hut refords were antidated and manipulated by showing the date as 20-3-84. The employees in the Reserve Bank of

India are governed by the Reserve Bank of India (Staff)
Regulations, 1948 which are held to be contractual. It is
the right of the management to adot the duty including
remittance duty in the manner and to the persons as the
Bank may decide and no person can claim in the matter as
of right to get any particular duty. It is submitted that the
relict sought for on behalf of the concerned workmen cannot be granted.

The question to be determined is whether the concerned workmen should have been altotted the cash remittance duty on the basis of the Remittance order No. 49/83-84 dated 19-3-84.

The management have examined three witnesses in support of the case of the Bank. The workmen have examined four witnesses in support of the case of the concerned workmen. The management have further preduced documents which have been marked Ext. M-I to M-4.

Before dealing with the legal objection raised on behalf of the management, I would like to dispose of the question of fact at the outset.

It is the admitted case of the partie, that remittance order No. 49/83-84 dated 19-3-84 was received by the Treasurer Section of the Reserve Bank of India on 20-3-84. It is also admitted that the employees who were allotted remittance duty signed the Remittance allotment register on 21-3-84. It is also admitted case of the parties that all the three concerned workmen were on leave on 19-3-84 and 20-3-84 and the Bank had opened on 19-3-84 after the Holi Fertival. The dispute on fact between the parties is whether the Remittance duty was allotted by the Treasurer on 20-3-84 or 21-3-84. It is submitted on behalf of the workmen that 21-3-84. It is submitted on remain of the working that although the Remittan e order was received by the Treasurer Section on 20-3-84 the allottment of remittence duty was made by the Treasurer on 21-3-84 and that the records were manipulated and antidated to show that the remittante duty was allotted on 20-3-84 and as the concerned workmen were not present on 20-3-84, the remittance duty was not allotted to them although it was their turn. The case of the management, on the other hand, is that the remittance order was received on 20-3-84 at about 12.30 P.M. and that the allotment of remittance duty was made on that that the allotment of remittance duty was made on that very day but the signature of the employees was obtained on 21-3-84 as they were not available on 20-3-84 at the relevant time. It is also the case of the management that as the conferred workmen were not present on 20-3-84 the remittance duty was not allotted to them. Both the perties have adduced evidence on the said controversial facts. MW-1 is the Currency Officer of Reserve Bank of India Patna since January, 1984. He has stated about the procedure of the January, 1984. He has stated about the procedure of the employees who were to accompany the remittance. In the cross-examination he has stated that the Issue department manual details the procedure of the functioning in the issue department and defines the duty of the members of the staff of the Issue department which is binding on all categories of staff and officers of the Issue department. He has not stated anything RBI of the Issue department. He has not stated unvilling specific about the facts of the present case MW-2 Shri D. P. Basu is a Dv. Treasurer in RBI, Patna. On 20-3-84 he was working as Treasurer. He has stated that he had received remittance order No. 49 on 20-3-84 in the Treasurer's Section at 12.55 P.M. and that the allotment of remittance duty was made on the same day. He has produced the original remittance allotment register Ext. M-2 and has stated that he had initialled it on 20-3-84 and that the employees had signed on 21-3-84. He has further stated that the remittance allotment register was not signed by the employees on 20-3-84 as they were not available when the allotment recister was sent for their signature. He has also stated the time when the different sections of note examiner were closed on that date. He has stated that the office had opened on 19-3-84 after Holi and as such many class IV employees were absent. In the cross-examination he has stated that the remittance order from the Issue department is received by the P.A. to the Treasurer and that the P.A. takes the remittance order to the Treasurer and obtains the signature of the Treaurer on it. Ext. M-3 is the Remittance Order No. 49 dated 19-3-84. It has been initialled by him. He has stated

that he has initialled and dated it as 20.3 and has denied that he had dated it as 21.3. On perusal of hxt. M-3 it appears that the initials were dated 20.3 and not 21.3. It is clear therefore from the cyldence of MW-2 and Ext. M-3 that the Remittance Order No. 49 dated 19-3-84 was received at 12,45 P.M. on 20-3-84. The evidence of WW-2, WW-3 and WW-4 shows that the remittance order had been received on 20-3-84, and as such it is false to suggest that the Remittance Order was dated 21-3-84.

WW-1 is one of the concerned workman Shri Arun Kumar Ojha. He has stated that after he returned from leave on 21-3-84 he learnt about the issuance of remittance order and after marking his attendance he went to the Treasurer Section and enquired about remittance order and found that remittance order was being allotted in the section. He has stated that the allotment was being nuade on 21-3-84 in the date of 21-3-84 and he found his name missing in the remittance allotment register and when he told his name to be included in it as he was present on the date of allotment, the remittance order dated 21-3-84 was amended and 20-3-84 was written. Ext. M-3 is the remittance order and I do not find that the date in the remittance order was amended from 21-3-84 to 20-3-84. The dates in the remittance order are very clear to indicate that it was received on 20-3-84 at 12.55 P.M. and there has been no amendment in the date from 21-3-84 to 20-3-84. It is clear therefore that no manipulation and antidating in the allotment order was made in the Treasurer Section and the evidence of WW-1 to that effect does not appear to be correct.

WW-2 is Shri K. K. Patnak, He has stated mat the Bank had opened after 3 days of from resultation 19-3-84 when the attendance was that in the Bank, ric learnt about the remittance order on 20-5-84, rie has stated that as the remittance order involved the deputation of some of the office bearers of his union he went to enquire in the licasurer Section and learnt from the Treasurer that as very few employees have turned up he will not aflot the remittance duties on that date. He had gone to the Treasurer Section during the lunch hour. He has stated that the allotment of duties is made on the day the remittance order is received by the Treasurer Section and that he had known on 20-3-84 that remittance order had come in the Treasurer Section 20-3-84. WW-3 is Viswajit Gauntia who had his turn for allotment of remittance duty and he had gone to enquire about the allowment on 20-3-84 and learnt that no allotment has been made on 20-3-84. He has stated that on 21-3-84 the remittance order was communicated to him. In his cross-examination he has stated that he was interested about the allotment of the remittance duty as his turn was to come and as such he had gone to Treasurer Section twice on 20-3-84. It will appear from his further cross-examination that he did not go in the remittance duty which was allotted to him and that he had sought for exemption on personal ground. It is clear therefore that he was not interested in going on remittance duty and as such it is very doubtful that he had gone to Treasurer Section for enquiring about the allotment of remittance duties. WW-4 Shri B. K. Singh who is a note/coin examiner Grade-II has stated that he had gone to Treasurer Section to enquire about the allotment on 20-3-84 at about 3.50 P.M. He has stated that he suggested to the Treasurer that if the remittance order has been received his signature may be obtained on the remittance allotment register whereupon the Treasurer told him that the allotment will not be made on that day as there was shortage of staff and that he would make allotment on 21-3-84. The Dy. Treasurer who had worked as Treasurer on 20-3-84 has stated as MW-2 that he had allotted the remittance duties to the employees on 20-3-84 and allotment was made in the allotment register on 20-3-84 itself. Ext. M-2 is the Remittance allotment register. On perusal of the entries in the remittance register it will appear that allotment was made on 20-3-84 and that the employees allotted with the remittance duties had signed the register on 21-3-84. It will also appear that there is a separate entry in respect of 21-3-84 which is in respect of another matter. The evidence of MW-2 is supported by the document Ext. M-2 to show that the allotment of remittance duties was made on 20-3-84 and I do not see any reason to disbelieve the evidence of MW-2.

There is absolutely no reason for the Bank management to be prejudiced against the concerned workmen or their

union so that the remittance allotment duties be not advice to the concerned workmen. WW-1 in his cross-examination has crearly stated that "I have no personal grudge or animosity with the Treasurer". The Treasurer had therefore no reason for superseding the claim of the reinitiance duty of the concerned workman. There is absolutely no evidence of mala fide against the management in the altotment of the remittance duty to the concerned workmen.

> It is stated by MW 2 that even previously on 4-10-82 allotment of reinittance duty was made but the employees had not signed on that day and had signed on the following day. He has stated that during that period also there was holday prior to 4-10-82 and Class IV employees were absenting on 4-10-82 Ext. M-1 is the remittance allotment register. The Register dated 1-3-85 shows that although the Remittance order was received on 1-3-85 the remittance order was signed by Arun Kumar Ojha (one of the concerned workmen) on 2-3-85. The entry dated 6-3-85 shows that the employee Viswajit Guntia had signed the remittance alletment register on 9-3-85. It is clear therefore that the employees to whom remittan e duty was allotted were signing the remittance duty register on the following day or even 2 to 3 days after the issuance of the allotment order. Thus only because the employees had signed the remittance allotment register on 21-3-84, it cannot be said that the remittance order No. 49 although received on 20-3-84, the remittance duty was made on 21-3-84. The register of remittance allotment clearly shows that remittance allotment duty was made on 20 3-84. I hold therefore that as the remittance order was received on 20-3-84 at 12.55 P.M. the Treasurer had allotted the remittance duties on that very day and that it was not allotted on 21-3-84.

Admittedly none of the three concerned workmen were present on 20-3-84. The allotment of remittance duty had to be made on the day it was received and as the concerned workmen were not present on 20-3-84, the remittance allotment duty was not made to the concerned workmen although it was their turn. As the concerned workmen were on leave on 20-3-84 the management were not required to wait for making the order for remittance duty till the arrival of the absentee employees whose turn was due. In my orinion the management had correctly allotted the remittance duty to the employees present on 20-3-84 by superseding the turn of the concerned workmen who were absent,

The management has submitted that the dispute relates to the allotment of duties to staff which is a management's function and as such it cannot be an industrial dispute. It would certainly amount to the managerial function of the employees in respect of the employees who is to accompany the remittance. Para 117 of the Issue department manual at page 44 of 3rd edition provides for cash department representative accompanying remittance. It provides that excepting remittance of small coins despatched at Railway Risk, all other remittances of note and coins will be accompanied by a representative of the Cash Department who should be a Coin/Note Examiner Grade I or a confirmed Coin/Note Examiner Grade II who has put in a minimum of two years' service unless decided otherwise by the Currency Officer. Thus this para also gives discretion to the Currency Officer as to who has to accompany remittance. Para-123 at page 45 of the said manual provides that the Treasurer will ensure that the remittance duty is assigned to the clieble staff in strict rotation. The fact is that as the concerned workmen were absent on the day of the allotment of remittance duty the remittance duty was not allotted to them and it was allotted to the employees present whose term was due according to the rotation. It would have been a different matter had there been deviation from the rules framed in this respect, in the Issue department manual or that the management were giving remittance duty out of turn to their favourites. If the term of the concerned workmen was superseded on account of their absence on 20-3-84 the concerned workmen cannot raise a disnute for allotment of special remittance duty in lieu of the remittance duty which was superseded.

The management had raised an objection in para II(a) of the W.S. that the dispute has been espoused by an association which does not have substantial following among Class III employees of the Reserve Bank of India, Patna, The

madagement has led evidence by examining MW-2 Shri H. N. Prasau, rersonnel Officer of the Reserve Bank of India, Paina. MW-5 has stated that there are four registered trade umon of Class III employees in the Reserve Bank of India, Paina and out of them Reserve Bank Employees Association is the only union recognised by the management of Reserve Bank of India. He has stated that there are about 675 Class III employees working in the Reserve Bank of India, Patha out of which the membership of the Reserve Bank of India Employees Association is around 550 and that the rest of the 125 members of Class III are members of either of the 3 other unrecognised unions namely. Reserve Bank of India employees congress, Reserve Bank employees coordination committee and Reserve Bank workers organisation. He has of course failed to say the number of membership of reserve bank workers organisation which has raised the present dis-pute on behalf of the concerned workmen. There is nothing in the cross-examination of MW-3 to show that the Reserve Bank Workers organisation has substantial number of employees as its members in RBI. The workmen witnesses were examined after examination of the management's witnesses but the union did not care to adduce any evidence to snow that Reserve Bank Workers Organisation represents a substantial number of the employees of Class III employees of Reserve Bank of India, Patna. The workmen have not filed any document, namely, memoership register or the memberahim receipt to show the number of workmen who are their ship receipt to show the number of workmen who are their members. The union has not even adduced the resolutions by which the union decided to take up the individual case of the concerned workmen as the collective case of the union. The evidence of MW-3 shows that the three unions including the union which has raised the present industrial dispute have only 125 employees and as such the membership of Reserve Bank workers organisation must be even less thon 125 employees of Class III. It cannot therefore be said that the union in question has substantial following in the Class III employees of the Reserve Bank of India at Patna. The legal position no doubt is that a espousal of a dispute before a reference is made even by a minority union having a membership of substantial number of workmen is sufficient to make such a dispute an industrial dispute but it has to be established that the union is amounted by be established that the union in question has member hip of substantial number of workmen so as to make such a dispute an industrial dispute. In the present case there is no evidence adduced on behalf of the union to show that substantial number of workmen were represented by the union which had raised the dispute of the concerned workmen although this point was being agitated by the management from the very beginning. The union from which it was expected to produce sufficient material on the record has falled to produce any document to show that the sad union was commanding a substantial number of workmen. In my opinion the union has failed to establish that it has substantial number of employees as their members in the Reserve Bank of India at Patna and as such I hold that the Reserve Bank workers organisation which has espoused the present dispute does not have substantial following among the class III employees of Reserve Bank of India, Patna and as such the dispute referred for adjudication is not an industrial dispute as defined in Section 2(k) of the LD. Act.

The action of the management of the Reserve Bank of India, Patna in not allotting cash remittance duties to the concerned workmen S/Shri Arun Kumar Ojha, Kameshwar Kumar and Narendar Kumar Jha according to their seniority on rotational basis on the basis of remittance order No. 49/83-84 dated 19-3-84 is justified and accordingly the concerned workmen are not entitled to any relief, There will be no order for costs.

This is my Award.

I. N. SINHA, Presiding Officer [No. L-12012(59)/84-D II A]

का, भा, 673:--- औद्योगिक विवाद भृष्टिनियम, 1947 (1947 का 14) की पारा 17 के पन्सरण में केन्द्रीय मरकार, भारतीय स्टेट बैंक, हैदराबाद के प्रबन्धनंत्र से सम्बद्ध नियोजकों और उनके कर्मकारों के

बाव, प्रार्थित में निर्देश्य भीबोनिक विश्वाद में ओबोनिक अधिकरण, हैदराबाद के वंबाट का प्रकाशित करती है, जो केन्द्रीय संस्कार की 23-1-86 को प्राप्त हुन था।

S.O. 673.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Hyderabud as shown in the Annexure in the Industrial Dispute between the employers in relation to the State Bank of India, Hyderabad and their workmen, which was received by the Central Government on the 23rd January, 1986.

BEFORE THE INDUSTRIAL TRIBUNAL (CENTRAL) AT HYDERABAD.

PRESENT:

Industrial Dispute No. 26 of 1984

#### BETWEEN

The Workmen of State Bank of India, Hyderabad. AND

The Management of State Bank of India, Hyderabad. APPEARANCES:

- Sri P. Venkateswara Rao, President, State Bank of India Staff Association, Hyderabad Circle Hyderabad for the Workmen.
- Sri K. Chalapathi Rao, Law Officer, State Bank of India, Local Head Office, Hyderabad for the Management.

#### AWARD

The Government of India, Ministry of Labour and Rebabilitation by its Order No. L-12012|292|83-D.II(A) dated 4-4-1984 referred the following dispute under Sections 7A and 10(1)(d) of the Industrial Disputes Act, 1947 between the employers in relation to the Management of State Bank of India, Hyderabad and their workmen to this Tribunal for adjudication:

"Whether the action of the management of State Bank of India, Local Head Office, Hyderabad in relation to their Secunderabad Branch in not absorbing Sri Y. V. Rama Rao, Fx-Cashier in Bank's service and terminating his services with effect from 30-9-1969 is justified? If not, to what relief is the workman concerned entitled?"

This reference was registered as Industrial Dispute No. 26 of 1984 and notices were issued to the parties.

- 2. The Workmen filed claims statement stating that he worked in the State Bank of India, Secunderabad Branch as Cashier from 26th June 1967 to 30th September, 1969 with about six months break of service in between this period and he was over terminated without any reasonable cause and without notice whatsoever though during the period of employment he put in more than one year of continuous service within the meaning of the provisions of the LD. Act. According to him the Bank called for written test and interview for Srl Y. V. Rama Rao in the month of October, 1982 alongwith the batch of similarly terminated employees as per the understanding arrived at before the Assistant Labour Commissioner, Vijayawada for their reinstatement. He mentioned that the I.D. No. 9 of 1977 that the fact this workmen did not pass the qualifying test is of no consequence as far as Section 25F of the I.D. Act is concerned. Therefore it is requested to dealers and decide concerned. Therefore it is requested to declare and decide that the termination of the services of Srl Y. V. Rama Rao from 1-9-1969 without any reasonable cause and without notice, is in violation of I.D. Act and that he should be reinstated with back wages from 1-9-1969 along with attendant benefits.
- 3. In the counter it is mentioned that the reference is bad and illegal and without jurisdiction as the Association

which espouses the cause of the workmen did not command the support of a substantial or appreciable number of employees in the State Bank of India, Hyderabad Circle. It is mentioned that Y. V. Rama Rao was engaged by the Management as temporary cashier from 20th July 1967 to 30th September, 1969 with some breaks in between and his service is temporary in nature and were dispensed with when they were no more required. Sri Y. V. Rama Rao has thus put in continuous one year service within the meaning of I.D. Act. For appointment in the Clerical cadre as per the policy and practice of the Banking administration conducts a written examination to the eligible candidates and those who are successful in the examination would be interviewed for appointment in the Bank. The Bank observed that there were some candidates who had similarly gained protection under the I.D. Act and conducted a special test for all of them. The workman along with others similarly placed candidates were called for written examination. When he consented to sit in examination along with others who had attended the test along with him it should be deemed to have indicated his acceptance to the position that his reinstatement or otherwise in the Bank is subject to the results of the special test. That he failed in the said examination they cannot be appointed him in the Respondent Bank. Award passed in I.D. No. 9 of 1977 had nothing to do with the dispute on hand.

- 4. On the Workers side they marked Exs. W1 and W2 by consent, and no witness is examined. On behalf of the Management one witness is examined and marked Exs. M1 to M5.
- 5. M.W1 is one Chand Ahmed who is working as Officer in the State Bank of India Personnel Department. According to him the total membership of the Union which is representing this workman is around 100 whereas the total number of workers in the Clerical cadre of employees put together is about 10,000. He admitted that Y. V. Rama Rao was engaged by the Management as temporary cashier between 20th July, 1967 to 30th September, 1969 with breaks in between these periods and according to him his services are purely temporary and they were terminated as and when they were not required. He filed statement of particular of sorvice as Ex. M1. According to him they conducted special test for recruitment of persons belonging to these categories of employees and Ex. M2 is a letter addressed by the Branch Manager to Y. V. Rama Rao intimating about the special test to be held in 1982, and Ex. M3 is also similar letter by the Personnel Manager, State Bank of India to Rama Rao stating that the test will be conducted on 3-10-1982. Ex. M4 is the biodata submitted by Y. V. Rama Rao to the Manager of State Bank of India, as he was called for the test. It is his case that Y. V. Rama Rao accepted to the position that his reinstatement or otherwise in the Bank subject to the result in the special test. He filed a list of successful candidates as Ex. M5 in which Sri Y. V. Rama Rao's name is not found, so he is not qualified and thus he is not entitled for reinstatement.
- 6. Now the admitted facts of the case are that Sri Y. V. Rama Rao who is a graduate was initially appointed on 20th July. 1967 as Cashier and finally he was terminated on 30th September, 1969. In other words from 1-10-1969 he was not in service. Ex. M4 would show that in all he had not in 595 days with breaks i.e. from 20-7-1967 to 31-7-1967; 1-8-1967 to 17-11-1967 (121 days), from 4-6-1968 to 27-7-1968 and from 1-8-1968 to 31-12-1968 (in all for 207 days); from 1-1-1969 to 24-6-1969 and from 1-7-1969 to 13-9-1969 (for about 267 days). It is admitted that he was terminated without notice on the ground that he was only a temporary Cashier with breaks in between these periods and it is contended that no notice is required as it is purely temporary. In State Bank of India Vs. Sunderamoney (1976 (I)LLJ, page 478) while discussing the scope of Section 2(00) and Section 25F of the ID. Act while considering the "termination" for any reason whatsoever with reference to the appointment order which itself stipulated the period of employment and at the end of that period if the employees services were terminated it was held a retrenchment. It is pointed out that termination embrace not merely the act of termination by the employer, but the

fact of termination, however, produced. Now Sri Chalapathi Rao for the Management contended that the Petitioners case is not properly espoused before the Tribunal and it is not an Association having proper membership and when the union is having 10,000 members. It is his case that it is not a representative union and when there was no dispute this aspect of cross examination of M.W.1 it must be held that the Petitioners case cannot be properly represented in a representative character. For this Sri Venksteshwara Rao who is the authorised representative for the workmen contended that under Section 2-A and under Section 2(k) it is clearly settled that an individual workman whose services and take the case to the conciliation machinery or approach the Government for a reference to a dispute for adjudica-tion. In Duryodhan Naik Vs. Union of India (1969 Lab. IC. page 1282) Every dismissal of an employee affected prior to incorporation of Section 2-A is governed by Section 2-A. Management of Heavy Engineering Corporation Vs. Presiding Officer [978 (36) FLR 205 SC], in fact the object of Section 2-A was to give individual dispute relating to discharge etc. the status of an Industrial Dispute in respect of such dispute only within the ambit of the definition of an 'industrial dispute' in Section 2-A National Productivity Council Vs. S. N. Kaul (1969 19 Fact. LR-1). Thus an employee himself can raise a dispute in view of the amendment under Section 2-A brought out by virtue of the amendment in 1965. The argument of the representative of the Menagement that under Section 2(k) of the ID. Act such a dispute should be raised only by the recognired union to be espoused this case is not tenable.

- 7. Nextly the learned Representative of the Management contended that it is a fact that the said workman completed 240 days under Section 25F of the LD. Act but still he tried to distinguish it from the application of principles laid down in SunJeramoney's case. According to him the person who appointed for a specific term when the said term is sought by after of time cersed to be an employee and they are not entitled for any notice in Sun'irmoney's case. I do not think that the said proposition is correct. Section 25-F of the I.D. Act is very clear on this aspect and it is mandatory also. It clearly stated that no workman employed. in any industry who has been in continuous service for not less than one year in employment shall be retrenched by that employer untill and unless the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has been expired or, the workmen has been paid in lieu of such notice, wages for the period of the notice and also he should comply with the other provisions, Section 25-F is mandatory in character and payment of retrenchment is condition preceden! to a valid retrenchment. Retrenchment affected without complying with such Section 25-F is invalid and it is laid down that the workman is entitled for reinstatement. In State of Bombay Vs. Hospital Mazdoor Sabba (AIR 1960 Sc page 610-1960(I)LLI, page 25). Therefore the argument of the authorised representative of the Management is not tenable in view of Ex. M4 wherein from 1-1-1969 to 30-9-1969 the employee was continuously working for 240 days in a period of 12 months. In the instant case he was within the calender year that has completed 267 days at given time. Thus non-issuance of notice termination affected both Sections 25F and also the same is void in the light of 1976(I)ILI page 478 (Sundermoney Case).
- 8. The learned representative of the Management raised that the people like Y, V. Rama Rao and K. Srinivasa Rao alongwith other 55 persons who were the employees terminated without notice were asked to appear for a written test by way of special recruitment under Exs. M2 and M3 dated 1-10-1982 and 3-10-1982 as protected ex-temporary employees in clerical cadre. Though it is found that all the 55 people were selected under the so called special test held on 3-10-1982 surprisingly Y. V. Rama Rao and K. Srinivasa Rao another employee in I.D. No. 74/84 were not selected by the management and it was not informed that they were not selected also. According to him the Management's authorised representative admitted that those 55 employees who were reinstated by virtue of Special test held on 3-10-1982 were naid back wares from 16-1-1976 that is from the date of Sundermoney's case. But it is con-

tended that such a concession was not given to these two persons since they accepted to sit for the special test and having accepted to sit for the special test they cannot fall back when they failed. It is contended that the argument of the Workmen representative as reported in Santosh Gupta 'Vs. Patiala State Rank (1982)(II)LLJ page 72) had no application and therefore having been a party to the special test. He cannot question that conduction of written examination is bad in law, Sri Venkateswara Rao on the other hand for the workmen contended that by virtue of 1982(II)LLJ, page 72 S. C. Lebour Judgement 1980 page 311 Santosh Gupta v. State Bank of Patiala) the question whether the management discharging the workman for failure to pass the test which would have confirmed herein service amounted to retrenchment held as a retrenchment within the meaning of Section 2(00) and therefore the Supreme Court set aside the order of the Presiding Officer of the Central Government Industrial Tribunal-cum-Labour Court, New Delhi, who discharged the workman on the ground that she did not pass the test which would have enable to be confirmed as bad. The Supreme Court observed that it amounts to retrenchment within the meaning of Section 2(00) and also directed to be reinstated with full back wages. Sri Vendertely Properties of the control of the control test which is conkateshwar Rao pointed out the special test which is conducted is thus bad in law and by virtue of the said test they should not have retrenched on the ground that he did not qualify. It is his case that only two workmen i.e. Y. V. Rama Rao and K. Srinivas Rao were axed in the so called special test while the 55 persons were reinstated with back wages from 16-1-1976 and insisted that similar reinstatement with back wages should done in the case of these two persons from the time of termination by virtue of Sunder-Sri Chalapati Rao for the Management conmoney's case. tended the helding of examination is not held had by the Supreme Court and it was only said that for an employee on the ground of non-qualifying by way of an examination the said employee cannot be terminated, and tried to distinguish the same. I do not think that the said distinction is tenable. The facts in Sunderamoney case 1976(I) LLJ. Judgement 1980 page 311 would equally apply to both these cases and therefore I held that the Management of State Bank of India, Hyderabad circle was not right in not absorbing Y. V. Ruma Rao, Ex-Cashier in Banks service and the termination of parties with affect from 30, 9, 1969, in not the termination of service with effect from 30-9-1969 is not justified following the judgement of Sundernmoney case as well as the judecment of Santosh Gupta's case which incidentally is a decision given against the sister concern of the State Bank of India (Patiala State Bank) it must be held that the said employee must be reinstated from the time of termination i.e. 1-10-1969 and also they should be given back wages and attendant benefits from 16-1-1976 onwards as was done in the case of similar employees. In this case there was no evidence that he was employed alternatively and therefore he is directed to be reinstated with effect from 1-10-1969 as he was terminated on 30-9-1969 and he should be provided with back wages with full at-tendant benefits from 16-1-1976 onwards. Of course the period he worked as Binder in South Central Railways at Rs. 525.00 per month as shown in Ex. M4 should be de-ducted after he furnished full details while adjusting his salarios.

9. Incidentally it is pointed out by the workmen representative Sri P. Venkateswara Rao in his Memo dated 26-12-85 that the period of his absence from the Bank while appearing for the aggrieved workman on all the dates when he was present before the Tribunal as on duty and the same should be treated as duty leave for the purpose of his emoluments and service conditions. I find that the said request is justified and reasonable and when he is representing the employee being a Representative. I therefore held that on all dates when he appeared before this Tribunal on behalf of the worker should be treated as authorised leave and the Management adjust his leave account appropriately and he should not be treated as an employee being on unauthorised leave for those dates of appearance before the Tribunal.

Award is passed accordingly.

Dictated to the Stenographer, transcribed by him, corrected by me and given under my hand and the seal of this Tribunal, this the 23rd day of December, 1985.

Sd/-

## INDUSTRIAL TRIBUNAL

Appendix of Evidence.

Witnesses Examined for the Workmen: NIL

Witnesses Examined for the Management: M.W1 M. Chand Ahmed.

Documents marked for the Workmen:

- Ex. W1 Photostat copy of the Award in LD. No. 9177.
- Ex. W2 Photostat copy of the Service Certificate dated 25-10-69 issued by Agent State Bank of India to Y. V. Rama Rao.

Documents marked for the Management:

- Fx. M1 Statement showing the service particulars of Y. V. Rama Rao, Extemporary Cashier, Worked at State Bank of India, Secunderabad Branch.
- Ex. M2 Letter No. F25 dated 1-10-82 addressed by Branch Manager, Secunderabad to Y. V. Rama Rao.
- Ex. M3 Letter dated 3-10-82 addressed by Personnel Manager, State Bank of India, Personnel Department, Local Head Office, Bank Street, Hyderabad to Y. V. Rama Rao with regard to protected Ex-Temporary Employees in elerical cadre.
- Fx. M4 Letter dated 8-4-81 addressed by Y. V. Rama Rao, to the Branch Manager, State Bank of India, Secunderabad be furnishing the service particulars and Educational Qualification.
- Ex. M5 List of Successful candidates of special test held on 3-10-82.

J. VENUGOPALA RAO, Industrial Tribunal [No. 1.-12012(292)]83-D.ILA]

भा. थां. 674.—अंद्योगिक विवाद ग्रजिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में नेन्द्रीय सरकार, भारतीय स्टेंट बैंक हैद शवाद, के प्रवन्ततंत्र से अम्बद्ध नियोजकों और उनके कर्मकारो के बीच, अनुबंध में निदिष्ट अद्योक्ति विवाद में बीचांनिक क्षधिकरण, हैदराबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-1-86 को प्राप्त हुन्ना था।

S.O. 674.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Hyderabad as shown in the America in the industrial dispute between the employers in relation to the State Bank of India, Hyderabad and their workmen, which was received by the Central Government on the 23rd January.

BEFORE THE INDUSTRIAL TRIBUNAL (CENTRAL)
AT HYDERABAD

PRESENT:

Industrial Dispute No. 20 of 1983 BETWEEN

The Workmen of State Bank of India, Hyderabad.

AND

The Management of State Bank of India, Hyderabad. APPEARANCES:

Sri P Venkateshwara Rao, President, State Bank of India Staff Association, Hyderabad Circle for Workmen. Sri K. Chalapathi Rao, Law Officer, State Bank of India, Local Head Office, Hyderabad for the Management.

#### AWARD

The Government of India, Ministry of Labour & Rehabilitation by its Order No. L-12012|2|83-D. II(A) dated August, 1983 referred the following dispute under Section 7A and 10(1)(d) of the Industrial Disputes Act, 1947 between the Employers in relation to the management of State Bank of Iudia and their workmen to this Tribunal for adjudication:—

"Whether the action of the Management of State Bank of India, Hyderabad in relation to its Chirage Ati Hane Branch, Hyderabad in not regularising the services of Sri Y. V. Tirupathi as Messenger in the Bank and terminating his services with effect from 16-12-1982 is justified? If not, to what relief is the workmen concerned entitled?"

This reference is tegistered as Industrial Dispute No. 20 of 1983 and notices were issued to the parties.

- 2. This is a perition filed by Sri Y. V. Tirupathi questioning the action of the Management for not regularising his service in the Bank and terminating the same with effect from 16-12-1982 and for other reliefs.
- 3. It is mentioned in the claims statement that he was appointed in the Bank from 5-7-1973 in the sames Street, Secunderabad when the Branch was opened there. He mentaken and he continued to serve in the Branch upto 10-9-1973 and his services were targeted. and his services were terminated from 11-9-1973 and in his place another person was appointed. Subsequently he was engaged on several occasions upto 12-4-1974 and on each occasion the employment ranged from one day to four days and finally he was terminated without any notice though he was working in regular and permanent vacancies showing him as employed in leave and reserve posts. It is his case that from 23-6-1975 he was employed in a aggregate for 271 days between 5-7-1973 and 23-6-1975, and others who were employed on subsequent date at other branches were continued uninterrupted and they were also absorbed permanently and some of them were terminated as Clerks. It is his case that the Bank violated the provisions of law and they did not follow the principles of last come first go. According to him there is an agreement entered into between the Bank and State Bank of India Staff Federation. in 1966 where in all employees who have put in aggregate 270 days should be considered for permanent absorption. from time to time and the agreement is still in force and that he completed more than 270 days of service from 23-6-1975 and he should have been absorbed permanently after interview and this did not happened in his case. According to him the Bank came with modification of the earlier agreement of 1966. In 1978 basing upon a circular he should have been continued in a regular vacancy and even then injustice was done to him without any valid reasons. According to him his termination as Messenger with effect from 16-12-1982 is not justified and therefore he should be regularised with effect from discrimination and should be given all attendant benefits.
- 4. In the counter filed on behalf of the Management it is mentioned that the reference has made is not maintainable and that he is temporarily employed who is being appointed in the Bank depending upon availability of exigencies of work. According to them it is always possible to appoint temporary employees for continuous period as vacancies may arise in different branches which are located in different places and some times they arise at a very short notice. As such it is contended that the Branch Managers are given discrimination to appoint temporary employees without going into all the norms which are prescribed by the Bank for the appointment of permanent employees. According to him there are number of reinstated employees in Hyderabad Circle alone—which comes to 300 and 200 more temporarily working and further some more applications are still pending consideration. It is further mentioned that the Respondent-

Management never agreed to take back and absorb to a who have service of 270 days. The claiman had no right for being recruited as a permanent employee as the doctron not necessary qualification for being recruited in the regular service of the Bank. It is not open to any one to raise such claims as it will not be an industrial dispute within the meaning of Section 2(k) of the I.D. Act. The application should be rejected even otherwise asking that he had completed 240 days work in any year, he will not be entitled for penament post as there is no such right and all other grounds are not tenable.

- 5. The workers examined two witnesses on his behalf and marked Exts. W1 to W19. While the Management examined M.W.1 to M.W2 and marked Exts. M1 to M19.
- 6. W.W.1 evidence is to the following effect. It is his case that he was appointed as Messenger in the State Bank of India, Hyderabad for the first time on 5-7-1973 when the Branch was opened for the first time in James Street and it is a permanent vacancy and that he continued as such till 10-9-1973 and he was terminated as per Ex. W1. According to him another person was posted in his place at James Street, Secunderabad and thereafterwards in temporary vacan-cles he worked till 12-4-1974 in the said Branch and again he worked from 16-5-1974 till 8-5-1979 at Market Street Branch. He filed an office circular for considering these employees during 1972 to 1975 who have completed in all 270 days in the aggregate to be protected as Ex. M2 from 9-5-1979. He joined duty at Muthangi Branch and work till 31-7-1979 though it was a permanent vacancy. According to him he was posted as Messenger from 14-8-1979 to 24-8-1979 at Parishrama Bhavan Branch and thereafterwards he was directed to report to duty at Siddioci Branch from 29-8-1979 and he worked there continuously till 11-1-1980. He also mentioned that he subsequently worked at Warangal as Messenger from 4-7-1980 till 21-7-1980 and thereafterwards again at Karimnagar Branch from 14-8-19×0 to 14-2-1981. He mentioned that from 4-7-1981 to 28-10-1981 he worked in Topran and again from 5-5-1982 to 16-12-1982. He worked at Chirage Ali I and and he was posted Karimnagar Branch fill first September 1983 till 18-3-1984 and then he was given a break and he filed the said letter given by the Regional Manager under Ex. W3. According to him he filed leave application for the celebration of his daughters marriage and Exs. M1, M2, M3 and M4 are the correspondence relating to the same. According to hin that the Regional Office by its letter dated 28-1-1981 to the Branch Office that he should not work for more than 275 days continuous period of 12 months under any circurrentances and he marked the same as Ex. M5 the leave record furnished by the Department is marked as Ex. M6 and the Attendance Register of Karimnagar Branch as Rx M7. According to him at S. No. 8 in the Attendance Register of Karimnagar Branch he put him on 14-2-1981 indicating that he worked from 10.15 a-m. to 2.45 P.M. and the relevant entry is marked as Ex. M8. and that he was on leave from 16-2-1981 to 28-2-1981, 15-2-1981 is Sunday and that 14-2-1981 is Saturday and it is only half-a-day working day for the Branch. When he reported to duty on 2-3-1981 after availing Sunday after expiry of leave it is said that he was placed with termination order under Fx. W4 as if it was given effect from 14-2-1981. According to him during the lunch interval period 2.30 to 3.50 P.M. his initials scored out as shown in Ex. M9 when the Branch Manager served with termination order though actually signed the Attendanco Register on 2-3-1981. It is mentioned that the Management has done to show that he is within the period of 225 days in a continuous period of 12 months they but up termination order on him as if if was done on 14-2-1981 though he worked on 2-3-1981 till 2.30 P.M. He marked the said entries as Exs. W6 to W9. The order of the Karimnagar Branch Manager is marked as Ex. W10. He filed Staff Circular No. 51 dated 4-8-1966 regulating the services of temporary employees who completed aggregate 9 months or more as Ex. W11. According to him he was called for interview in view of long service on 26th December 1975 as per Fx, W12 dated 15-12-1975. He also gave an application seeking permanent employment in the vacancies under Ex. W13. The Management gave a reply under Ex. W14. According to him there was a department Circular 91 dated 16-11-1979

which is marked as Fx. W15 whereunder the temporary employees who worked for 270 days or more during the period from 1-7-1972 to 30-6-1975 or little later be absorbed in the existing regular vacancies. Still he was not absorbed. According to him for the last 11 years he had no occasion to be pointed out as disobedient or irregular in his service or inefficient or unwanted due to any other reasome which can be classified as defects for being considered for permanent post. Finally the department gave another revised Staff Circular No. 91 on 24-9-1981 under Ex. W16 it is mentioned that with reference to temporary employees should not be engaged for a period of in excess of 2000 days as against 230 days as stipulated earlier continuously in a given period of 12 months due to some administrative and legal detects. He filed a list of 26 persons who are regularised and appointment on permanent basis subsequent to the appointment as Messenger in various Branches under Ex. W17. According to him they were permitted to continue beyond the stipulated period of 240 days by those Branches for the reason best known to them. So he wanted that his termination of service from 16-12-1982 must be set aside and that he should be regularised from 11-9-1973 onwards with back wages and with all attendant benefits of permanent employees. According to him he was called for interview for regularising his services during the period of 1975 and the process of discharging him from service and himself approaching the Head Office for posting orders elsewhere since 1979.

- 7. W.W2 who is P.L.N. Charlu, Personnal Manager of State Bank of India and he was summoned by the Tribunal on the petition of the Workers Representative. He admitted that signed the reply statement on behalf of the Bank. The Representative of the Workmen examined him. He gave a list of people who are juniors to Tirupathi under Ex. W17. He also conceded that removing Tirupathi and keeping juniors in service amounted to discrimination. Finally he promised to file the list of candidates selected in 1979 and that they were appointed aftesh in department of the Bank and they were marked as Ex. W19. In the light of Ex. W19 particulars mentioned by him he was asked whether parag 3, 4, 5 and 6 of the counter filed by him are not talse and he mentioned whatever statement he made in the counter they are based upon records and he said that he would verify and reply after seeing the records of 1979 and promised to file the verified statement about the correct position about the appointment of 1979 under Ex. W19. The said statement was marked as Ex. W19 by consent during the time of arguments.
- 8. On behalf of the Management M.W1 deposed that he is working in Central Office, Bombay and he worked for some time at Karimanagar. He admitted having given these letters Exs. W5 to W9 as the proceedings covering the period of work by Tirupathi at Karimanagar Branch and that the same is based upon Attendance Register.
- 9. M.W2 is the Cashier Accountant of the State Bunk of India working in Hyedarabd as Officer Region I Regional Office in 1984. He identified Tirupathi who is present in the Tribunal and tried to explain the scope of Fxs W2, W15, W16 and M10 and M11. According to him they expressed difficulty by the Labour Commissioner under Ex. W18 that the case of protected categories of employees are coming in the way, and he could not say whether the case of Tirupathi could be considered and absorbed permanently in the light of Ex. W16 Circular. According to him due to prevailing circumstances some employees have gained protection under I.D. Act and Tirupathi could not be able to gain protection under various Circulars as mentioned under Ex. W18 and he could not say whether Ex. W16 amounted discrimination under Ex. W18 as his chance of permanent absorption were completely removed. He admitted that he was in service since 1973 and he could not say Tirupathi came under the first Circular dated 16-9-1979 marked as Ex. W15 and he should be absorbed in regular vacancy on the ground that he completed 270 days.
- 9A. M.W3 was the acting as Branch Manager, Karimnagar. According to him Ex. M1 in leave application of Tirupathi seeking leave from 16-2-1981 to 28-2-1981 and 14-2-1981 is half working day for their Branch and Tirupathi was given

appointment for a period of 31 days i.e. 14-1-1981 to 13-2-1981 and his services ceased to be in the Bank from 13th February 1981 evening after closing hours of the Bank. According to him he did not give any further appointment orders to Tirupathi from 14-2-1981 for the period. Ex. W4 was typed on 14-2-1981 with intention of serving upon Tirupathi on the same day signed by him but it could not be served as party left Branch on 13-2-1981. According to him there is a letter addressed by him to the Manager on 14-2-1981 that is next day there is discripancy with reference to the said Tirupathi as per the letter or Regiona? Office dated 28-2-1981 and 11-8-1980 showing the employees might have completed 240 days if the calculations are done properly and wanted to advice of the same is marked as Ex. M12.

10. The admitted facts of the case are Sri Y. V. Tirupathi was appointed as Messenger in the State Bank of India, Hyderabad from 5-7-1973 for the first time when the very Bank itself opened at James Street, Secunderabad as a new one and he worked there till 10-Q-1973, as per Ex. W1. Further it shows that his work was satisfactory he performed his duties to the satisfaction as shown in Ex. W1. Though is a permanent post of Messenger was there another person by name O. S. Mun posted there and this man was refleved. Then he was appointed as Messenger in the leave vacancy at Market Street, Secunderabad from 16-5-1974 till 8-5-1979 and he worked there with break of service now and then. Again on 9-5-1979 he joined duty at Muthangi Branch, Medak District and worked their fill 31-7-1979 and his services were terminated there though it was a permanent vacancy in which he was working. Again he was posted as Messenger on 14-8-1979 till 24-8-1979 at Parishrama Bhavan Branch and the Head Office asked him to report for duty from Siddipet Branch from 29-8-1970. He worked there from 11-1-1980 in a permanent vacancy. From 4-7-1980 to 21-7-1980 he worked at Varangal as Messenger and from 14-8-1980 to 30-2-1981 he worked at Karimnagar in a permanent vacancy from 4-7-1981 to 28-10-1981. He worked at Topran Branch in a permanent vacancy and from 5-5-1982 to 16-12-1982 he worked at Chirage Ali Branch for 260 days from 5-8-1982 to 16-12-1982. At this stage this industrial dispute is referred for adjudication and that is why the reference showed whether the action of the Management of State Bank of India in not regularising the services of Y. V. Tirupathi as Messenger in the Bank and terminated his service with effect from 16-12-1982 is justified and is referred to this Triownal.

11. It is worth noting even after the reference of the dispute to the Tribunal from 1-9-1983 to 18-3-1984 and from 7-1-1984 to 25-5-1985 he worked at Karimnagar as per Ex. W3. The last two are permanent vacancies and they are subsequent to the reference. In other words the very first appointment at James Street, Secunderabad was in a new Branch opened and then he was employed at Market Street, Secunderabad for broken periods after four years gap in a permanent vacancies from 4-9-75 to 8-5-1979 and thereafterwards he was working in a permanent vacancy at Siddipet for 160 days and 117 days at Topran Branch and for 226 days in Chirage Ali Lane by the time this dispute is referred. Even after the dispute referred he worked for 200 days with a break in view of the circulars issued by the Department under Ex. W16 and W19 and W11. These facts are not in dispute.

#### 12. These facts are not in dispute.

13. But what Mr. Chalapathi Rao for the Management contended is that all along he was working temporarily whether in a permanent vacancy or temporary vacancy and during nine years till 16-12-1982 he is not made permanent and from 10-9-1973 when he was terminated till 16-12-1982 whether the termination is unlawful or illegal is the point to be decided. In principle it is a fact that the temporary subordinate employees who have put in 9 months aggregate in service for the Bank and who are considered sultable should be offered permanent appointment in the Bank and they were asked to submit the list of names of such candidates from the respective Branches irrespective of the fact whether they are presently in temporary service or not and

in the union to take up the permanent employment in the Bank together with office recommendation a coment regards their sustability or otherwise for permanent employment. It is clearly incutioned that in case of the candidates who are not considered suitable specific reasons should be adduced therefor and separate list should be submitted for the post etc. W.WI asserted that from 1973 till 1985 or for that matter 9 years till 18-12-1982 there was no occasion for the officer to complaint that he committed any irregularity in service or that he was inefficient, unwanted or disobedient in his duties. Infact M.W1 and M.W2 and M.W3 never stated in their evidence that his work was unsatisfactory or that he was disobedient in all these periods of service. The service now and then indicate that it was quite satisfactory also as indicated under Ex. W11. under Ex. W1 as a principle when they wanted to take those people who completed 9 months aggregate service about 270 days anytice without any specific period. He was relieved within being protected. According to Sri P. Challapathi of State Bank of India by 23-6-1975 the said person would complete 275 days and he was interviewed on 26-5-1975 as per the Circular but he was not selected as could be seen under Ex. W12. There afterwards there was no recruitment whatsoever as per Exs. W13 and W14 and no request of the said applicant petitioner could considered. It is the case of the Management by then Sundermoney Judgement case in 1976 (I)LLJ, page 478 was passed by Supreme Court whereign er these who complete 240 days in a calendar year were asked not to tetrenched and should be made permanent in Stoff Circular No. 85|76 and in the instant case Mr. Y. V. Tirupathi said to have admitted in his evidence that he did not complete and have admirted in his evidence that he did not complete 240 days for getting the benefits of the said Circular on Sunde money's case and in the meanwhile Fx. W2 was issue I i.e. Circular No. 94/78 dated 22-12-1978 wherein on the representative by the Federation having can idered that the decision of the Stall Circular 95 dated 15-9-1976 caused considerable burdehic to those who have accorded 270 date arriog derable bardship to those who have completed 270 days prior to July 1975 but were not protected in terms of the indistrial Disputes Act and requisted that those employees who trial Disputes Act and requisted that trose employees who completed 270 days or more during the period of First July 1972 to 30th June 1975 may aleast on given picterence in the marker of temporary appointment whenever necessary instead of appointing fresh candidates capacity the Management though of giving male ence and issued Caculors. So from the July, 1972 to 30th June 1975 of the Caculors is provided 270 days 1975 as per that Circular he must have completed 270 days then he would have been given preference in giving employment whenever vacancies arise. Therefore having mean that Circular whoever tatisfied Ex. W2 Circular was being given preference as per Ita, W15. Ex. W15 is a Staff Circular 91 dated 16th November, 1979 which clearly mentions that those temporary employees who have worked sub-ordinate cadre for 270 days or more during 1st July, 1972 to 30th June, 1975 or a little latter be absorbed in the existing regular vacancies in sub-ordinate cadre, So the Management ultimately accepted that fresh candidates were employed. As per majery accepted that tresh candidates were employed. As per Ex. M 19, it showed that there are number of people who are appointed from 1st August, 1979 onwards as fresh recruits and they were appointed. This fact is verified statement filed by W.W.2 who signed the very counter for the Management. So after seeing the Circular No. 91 dated 16th November, 1979 under Ex. W15 it was further amended under Ex. W16 restricting the temporary employees being engaged for a petiod in excess of 200 days as stipulated period of 230 a period in excess of 200 days as stipulated period of 230 days earlier continuously or in a given period of 12 continuous calender months. In other words the Bank Manager in a way wanted to get over some of these employees on the ground of certain administrative and legal difficulties for which these employees are not responsible. It is clear from Ex. M19 by recruiting people afresh and there were instances of 24 cases were fresh recruitments was done. On one hand they do not give the workman only accommodate 240 days continuous employment though he was in permanent vacancy and say that he is not eligible and when he is completing 270 days they tired to restrict to 200 days and everytime he is being shown temporary and not to allow to reach the target of 270 days as per earlier circulars under Ex. W2 and W15. The very circular Ex. W15 curtailed the sub-ordinate officers in giving employment to anybody for more than 200 days on the ground of administrative and legal difficul-ties yet when there are admittedly such candidates and nakedly when very Y. V. Tirupathl is there for the last 11 years working for 200 days, 240 days, 270 days as the case may

be at every stage the Circular has come in his way though his services was satisfactory and though he was being appointed on the presext temporary in a permanent vacancy. Now let us see whether there is any justineation at all, First of all he was terminated without notice and without observing the rule of first come first go although there were employees subsequent to him were kept in service when he was terminated on 10th September, 1973 in the very first vacancy after two months. Under Section 25(G) of the I.D. Act where any workman in an industrial establishment is to be retrenched and ociongs to a particular category of workinen in that establishment the employer shall ordinarily retrench the workman who was the last person to be employed in that retrenches unless for reasons to be recruited the employer retrenches any other workmen. In the instant case while Ex. WI showed as his work was satisfactory and performed his duties satisfactorly he is retrenched though there are number of other persons who were appointed later to him violating Section 25(a) in the instance case 1947 (II) LLJ, page 245 and 1962 (1) LLJ, page 409 S.C. though decision considered at length these aspects in similar satisfactor and held such termination is bad. Moreover it is noteworthy knowing this termination is done by the Central Office to accommodate another employee, As per Desai Award Para 21.20 it is mentioned as follows:

The Sastry Tribunal has defined the expression "Temporary employee" to mean "an employee who has been appointed for a limited period for work which is of an essentially temporary nature, or who is employed temporarily as an additional employee in connection with a temporary increase m work of a permanent nature. The Indian Banks Association has made a demand that this definition should be enlarged so as to include "a workman who is appointed in a tempotary vacancy of a permanent workman or probamoner. It is pleaded that under the present provision Banks cannot employ a temporary employee as a substitute for a permenent employee who may be on leave. The aforesaid position is some what anomalous and the definition needs to be modified. The Indian Banks Association has not contined its demand to this anamalous position. It has also claimed an amendment of the definition in order to include a workman appointed in a temporary vacancy of a probationer. A probationer is appointed so that he may ultimately be absorbed in a permanent vacancy. The very object of employing a probationer is to train a person for filling in a permanent vacancy. The object of having probationers is not to provide surplementary staff for the purpose of doing the regular work of the Bank, so that wherever vacancy occurs in such sumlementary staff, even temporarily such vacancy should be filled in, I direct that for the purpose of this award the expression "Temporary Employee" will mean an employee who has been appointed for a limited period for work which is of an essentially temporary nature, or who is employed temporarily as an additional employee in connection with a tempocary increase in work of a permanent nature, and includes an employee other than a permanent employee who is anpointed in a temporary vacancy of a permanent workman." So if the same is read with para 522 of the Sastry. Award at page 145 in Section IV.

- (2) A permanent employee desirous of leaving the service of the Bank shall give one month's notice in writing to the Manager. A probationer desirous of leaving service shall give 14 days notice in writing to the manager. A permanent employee or a probation shall, when he leaves service, be given an order of relief signed by the manager.
- (3) If any permanent employee leaves the service of the Bank without giving notice, he shall be liable to pay the bank one month's pay and allowance. A probation if he leaves service without giving notice, shall be liable for 14 days pay and allowance.
- (4) The services of any employee other than a permanent employee or probationer may be terminated, and he may leave service, after 14 days notice. If such an employee leaves service without giving such notice he shall be liable for a week's pay (including all allowances).
- (5) An order relating to discharge or termination of service shall be in writing and shall be signed by the Manager. A copy of such order shall be supplied to the employer concerned.

- (6) In case of contemplated closing down or of retrenchment of more than five employees, the following procedure shall be observed.
  - (a) two months' notice of such proposed action shall be given individually to all the employees concerned, with a statement of the reasons for such proposed action;
  - (b) the manager or an officer empowered in this behalf within the period of such notice bear any representation from the employees concerned or any registered union of bank employee;
  - (c) after the hearing of such representation and the receipt of a report in the matter, if necessary, by the management, if it decides to give effect to the contemplated closing down or retrenchment in the original or an amended from the cryices of the employees may be terminated by giving notice of payment in lieu thereof for the priods prescribed above."

Thus atleast 14 days prescribed for term. ion of any employee it applies to temporary employees also when this employee worked till 10th September 1973 is terminated without 14 days notice and after termination again on compassionate ground he was employed for broken period from 4th November, 1973 to 12th April, 1974 for two or three days. November, 1973 to 12th April, 1974 for two or three days. The Management having employed him for broken period when he was terminated on 10th September, 1973 without notice this kind of laying is not a remedy. In AIR 1964 S.C. page 1458 ( ). The workmen representative Sri Venkateswar Rao pointed out that from 5th July, 1973 to 4th July, 1974 he necessarily completed 240 days by virtue of Section 25B Sub-Clause (i) of the LD. Act. According to him the continuous service for the purpose of this Chapter to him the continuous service for the purpose of this Chapter must include the period of lay off in cessation of work not due to the fault of employee under Section 25B(ii) it is mentioned where an employee is not in continuous service within the meaning of Clause (1) for a period of one year or six months he shall be deemed to be in continuous service under an employer as per the explanation. The number of days on which the workman actually worked under an employer which shall include the days on which there has been laid of under an agreement or as permitted by the Standing Orders or Industrial employment Standing Orders or under any law applicable to the industrial establishment. I find some force in the said contention. Apart from it is worth nosome force in the said contention. Apart from it is worth nothing even after Sundermoney's judgement came into Jorce in 1976 the argument that he did not complete 240 days is not tenable. It is found that Tirupathi wanted leave for 13 days from 16th February, 1981 to 28th February, 1981 (both days inclusive) for the purpose of his macriage. Now this was dated 3rd February, 1981 as per Ex. M1. Under Ex. W10 dated 14th January, 1981 he was given appointment till 13th February, 1981 from 14th August, 1980 at Karimnagar Branch as could be seen from Ex. W5 to W10. Under nagar Branch as could be seen from Ex. W5 to W10. Under Ex. W5 he was given appointment as Messenger from 14th August, 1980 till 13th September, 1980. Under E.A. Wo from 14th September, 1980 to 13th October, 1980, under Fx. W7 from 4th October, 1980 to 13th November, 1980 under Ex W8 from 14th November, 1980 to 13th December, 1980, under Ex. W9 from 14th January, 1980 to 13th January, 1981; and under Ex. W10 from 14th January, 1981 to 13th February ary, 1981. In other words by virtue of these orders from F'x, WS to W10 which are month to month given with no purpose in whose leave vacancy he was appointed etc., without mentioning. It is mentioned that he was appointed temporarily from month to month. Now the said Tirupathi applied for leave between 16th February, 1981 to 28 h February. 1981 (both days inclusive) while the Attendance Register of Karimnagar from 2nd January, 1981 to 31st December, 1983 is marked as Ex. M8. At page 3 S. No. 8 is shown in the Attendance of Y. V. Titupathi and as usual unto 13th February, 1981 be signed the Attendance Register morning and assembly the when that the said Titury this is shown. ing and evening. It is when that the said Tirurathi is shown to have worked on 14th February, 1981 and according to him on 14th February, 1981 he put his initials indicating that he worked and on 14th February, 1981 happened to be a Saturday and half-day working day and it is found in the register Fx. M8 at page 3 that he actually signed for the morning session having attended the office and subsequently 1525 GI 85--7

it was rounded of. The suggestion that scrupticiously signed on 14th February, 1981 without the knowledge of the Manager is meaningless. If his services is actually terminated on 13th February, 1981, the question of clerk signing the attendance register for half a day which is 14th February, 1981 which is only half a day working day will not arise. 15th February, 1981 is a Sunday. The attendance register would show that the said workman signed on 14th February, 1981 from 10.15 a.m. to 2.45 p.m. televant entries is shown in Ex. M8 and when the same is shown at page 3 S. No. 8 he mentioned that the Branch Manager scored the initial showing the attendance timing as 10.15 a.m. and lunch interval between 2.30 to 3.00 P.M. with his initials also scored out at Ex. M9. Ex. M9 is also relevant for this purpose. If the leave which he applied for under Fx. M4 is granted both days inclusive then as 1st March, 1981 happened to be a Sunday, which is a public holiday after the expiry of leave, (finally after Sunday i.e. 1st March, 1981) the workman was entitled to report to duty on 2nd March, 1981, On 2nd March, 1981 the workman actually intimed showing that he joined duty at 10.15 a.m. and during lunch interval between 2.30 to 3.00 p.m. his initials were scored of by the Branch Manager as could be evidently seen under Ex. M9. Now Ex. W4 is the order of termination served upon this workman Ex. W4 would show that it is dated 14th February, 1981 and it is said that his services have been terminated with effect from 14th February, 1981. But it is not finding any initial that it was served upon Tirupathi. The falacy of the Management arguments that the said termination order was served on 14th February, 1981 can be seen from Ex. M2 itself. Ex. M2 is a letter written by the Manager, Karimnagar on 10th January, 1981. It shows that Y. V. Tirupathi, temporary messenger has been sent to their Branch for appointment on temporary period for a period not exceeding 240 days during any 12 calender months by their local Head Office dated 11th August, 1980 and he had been appointed at the Branch from 14th August, 1980 and he wanted advice whether he should be given appointment letter for every 30 days whether he can be appointed for a different period not exceeding 240 days and he also wanted to know whether he is eligible for casual leave or privilege leave. Further there was another letter dated 22-1-1981 under Ex. M3 seeking advice from the Management, Head Office whether the said Y. V. Tirupathi who is working in the place of Sri Jaggai Singh who transferred to Padmaraonagar Branch is eligible for any over times as they were finding it difficulty some time to work without Messenger treating late hours when the other Messenger is on leave. So he wanted whether Tirupathi services can be taken to work after normal working hours when it becomes necessary. Then the Management Regional Office cove a letter under Ex. M4 directing that Y. V. Tirupathi be appointed on month to month basis not exceeding for 225 days in any calender year of 12 month and further metioned under I'x. M4 dated 23-1-1981 that he is eligible for casual leave privilege as per the instructions contained in staff circular No. 18 of 29th March, 1966 and 18 of 1st Morch, 1968 Both the said Circulars are marked as Exs. M10 and M11 respectively. In fact under Ex. M10 it is mentioned that they decided to extend the benefit in respect of predical oid expenses, leave fair concession, leave rules and Gratuity to the temporary and part time employees as detailed in the note attached and they wanted the list to be sent with the names and nature of appointment and the present term commenced and the total period for which having continuous employment also. Under Ex. M11 with reference to temporary employees also as a result of revision of service conditions of workmen staff they said they are entitled for Provident Fund. Bonus, Gratuity leave rules, have fair concession medical aid and expenses. Now for the letter of the Branch office dt. 22-J-1981 about over time etc. to V. V. Firunathi under Ev. M3 the Regional Office furnished that the dates or service be work and also meutioned that he is entitled for over time as ner Circular Fx. M11 and they directed that he should not be continued for more than 225 days in a continuous regiod of 12 months under any circumstances and by that time i.e. Ianuary, 1980 though he worked at Siddiret in a remarket vacancy for 163 das from 28-8-1979 to 11-1-1980 11 days and 1980 were tolen for consideration and till December, 1980 be is to have not in 182 days. So according to them by the end or henvey 1981 no would be completing 202 days of service. Now as not Ex. M5. The leave record is shown for Timouthi during 1980 by the end of 1981 showing that he is entitled for 6 days, under Fx. M6. So if this Isave

account as early as the signatures on 14-2-1981 for the half-day and as early as his joining on 2-3-1981 after filing held on 1-3-1981 which is a Sunday is taken into consideration it would show that he completed 225 days. So the nearking of Attendance by a Clerk on 14-2-1981 and 2-3-1981 with his initials which are scored of by the Management subscquently in the light of direction under Ex. M5 and M4 would show that the so called termination order dated 14-2-1981 under Ex. W4 which were not at all served upon him and which were shown to him on 2-3-1981 did not mean that his services was terminated as per Ex. W4. Therefore to substantiate that the Management case tried to examined M.W1. According to Ex. W5 to W9 were given by him the fact that he worked from 14-8-1980 till 13-2-1981 as per Ex. 5 to W10 only indicated under those proceedings from month to month. M.W2 did not say anything about Ex. M7, M8 and M9, Even M.W1 did not say anything about Fx. M7 containing Exs. M8 and M9 entries showing the signatures of the workman which were scored out subsequently. The person who scored out those entries under Ex. M8 and M9 should have been examined for the management and the said person is not examined even M. W. who was acting as Branch Manager at Karimnagar mentioned about the leave application Ex. M1 and his services coved to be in force from even of 13th February, 1981 and that he did not give further appointments orders from 14-2-1981 onwards. According to him he could not same Ex. M4 as Tirupathi left the Branch on 13-2-1981 and that he addressed the Regional Office on 28-1-1981 under Ex. M5 that there is discrepancy showing that these employee might have completed 240 days. If the calculation are done properly and wanted them to verify and address him. He marked the said letter Ex. M12. So it is not correct to say that he conjunc treating of Ex. M10 and 11, 6, 5, 12 that the said Tirepathi did not complete 240 days if calculation are done properly, and he mentioned in Ex. M13 that the said person worlet at Warangal also and showed how he completed 254 days and this was so hat Tirupathi wes not only doing the work satisfactorily but he also completed 240 days as per Ex. M13 even with reference Ex. M8 and M9. It is the case of M.W3 that Ex, M8 showed that Tirupathi put his initial on 14-2-1981 between 10.15 a.m. to 2.45 p.m. and under Ex. M9 Tirupathi signed the attendance register on 2-3-1981 and then he gave termination order Ex. W4 ofter he signed the attendance register and scored out the said initials in Ex. M9. Therefore the very admission of Ex. W4 would show that Fx. W4 was not served 14-2-1981 and he tried to serve upon him on 2-3-1981 after he signed the attendance register and two entries were tried to scored. In fact Exs. W12 and W13 itself would show that the Branch Manager was already satisfied that he completed more than 240 days and the question of not allow-ing more than 275 days in a given period did not arise as expected under Ex. W4 and W5. Looked from any angle it is clear that he satisfied the requirement of Sundermoney's case and he should have been made permanent and he cannot tag on to say that he did not complete 270 days as per Ex. W2 and that they were not allowed to fill subsequently and they were only asked to be given preference in giving employment they were vacancies arise. It is nity that the very purpose of Ex. W2 and the Circular 85/76 and the Circular 44 of 1978 under Fx. W2 and Circuar No. 91 dated 16-11-1979 Ex. W16 were tried to misinterpret to the advantage of Y. V. Tirupathi from verified statement given by W.W2 the Officer who filed counter would show that more than 20 people were appointed subsequent to Tirupathi and Tirupathi was not allowed to be absorbed on the ground that he was not appointed for more than 200 days at a given time as could be soon after the reference. He was appointed from 1-9-1983 to 18-3-1984 for 200 days. Again from 7-11-1984 to 25-5-1985 for 200 days. So they are trying to implement to get over the permanent absorption by binding him only for 200 days though by virtue of Sundermoney case even by the time when he worked at Warangal, Karimnagar, Topran and Siddipet. He completed 240 days and 13 days leave between 15-2-1981 to 1-3-1981 (both days inclusive) should be tagged on to his benefit on the face of a mitials which were tried to be scored out subsequently. If M.W3 really intended to service notice on either on 14-2-1981 or on 2-3-1981 the question of allowing him to sign the initials in the Attendance Register will not prise. So Ex. W4 letter is made up letter to save humself in view of the Regional Directors directions that he

should not be allowed to continue for more than 200 days though he himself wrote on Ex. M12 and M13 that he conspleted 240 days and 255 days so adding 13 days also to that as he signed them would show that the said employees comes under Ex. W2 or atleast Ex. W15 and he should have been absorbed in the existing vacancies when there is adverse temarks against him in the said circumstances on the basis of Ex. M19 when so many people were appointed subsequent to him by keeping him over time appointed only for 200 days is against the Sastry and De at Awards of making the temporary candidates permanent and also as per the Circulars Exs. W2 and W15. On a careful consideration I hold that the action of the Management of State Bank of India, Hyderabad Circle in not regularising the services of Sri Y. V. Tirupathi as Messenger in the Bank and terminating his services with effect from 16-12-82 is not justified and he is entitled to a the attendant benefits as a permanent employee from 16-12-1982 onwards.

14. Incidentally it is pointed out by the workmen Representative Sri P. Venkateswara Rao in his Memo dated 21-12-85 that the period of his absence from the Bank while appearing for the aggrievel workman on all the dates when he was present before the Tribunal as on duty and the same should be treated as duty leave for the purpose of his compluments and service conditions. I find that the said tequest is justified and reasonable and when he is representing the employed being a Representative. I therefore hold that on all dates when he appeared before this Tribunal on behalf of the worker should be treated as authorised leave and the Management adjust his leave account appropriately and he should not be treated as an employee being on unauthorised leave for those dates of appearance before this Tribunal.

Award is passed accordingly,

Dictated to the stenographer, transcribed by him and corrected by me and given under my hand and scal of this Tribunal this the 23rd day of December, 1985.

Sd/-

Industrial Tribunal

Appendix of Evidence

Witness Examined for the workman W.W. 1 Y. V. Tirupathi W.W. 2 P. L. Charlu

> Witnesses Examined for the management M.W1 S. Santhanakrishnan MW2 G. Dhurva Rao M.W3 M. Vijay Kumar

Documents marked for the Workman:

- Fx. W1—Certificate dt. 11-9-73 issued by the Branch Manager, fames Street (Ranigunj) Secunderabad to Y. V. Tirupathi.
- Ex. W2—Photostat copy of the Staff circular No. 94, dt, 22-12 78 issued by the Chief General Manager, State Bank of India Personnel Department, Local Head Office, Hyderabad to all offices in Hyderabad circle with regard to staff subordinate as Temporary Employees.
- Fx. W3.—Photostat copy of the letter dt. 24-8-83 addressed by the Regional Manager to the Branch Manager, State Bank of India, Karwan Branch with regard to Y. V. Tirupathi.
- Fx. W4—Termination Order dt. 14-2-81 issued by Branch, Manager, State Bank of India, Karimnagar to Y. V. Tirupathi.
- Ex. W5—Temporary Appointment Order dt. Nil Issued to Y. V. Tirupathi by the Branch Manager State Bank of India, Karimnagar from 14-8-80 to 13-9-86.

- Ex. W6-Teporary appointment order dt. NIL issued to Y. V. Tirupathi by the Branch Manager, State Bank of Iadia from 14-9-80 to 13-10-80.
- Ex. W7--Temporary appointment order issued to Y. V. Tirupathi by the Branch Manager, State Bank of India, Karimnagai from 14-10-80 to 13-11-80.
- Ex. W8—Temporary appointment Order dt. 14-11-80 issued to Y. V. Tirupathi by the Branch Manager State Bank of India, Karimuagar from 14-11-80 to 13-12-89.
- Ex. W9-Temporary appointment Order dt. 12-12-80 issued to Y. V. Tirupathi by the Branch Manager, State Bank of India, Karımnagar from 14-12-80 to 13-1-81.
- Ex. W10—Temporary appointment Order dt. 14 1-81 issued to Y. V. Tiropathi by the Branch Manager, State Bank of India, Karimnagar.
- Ex. W11-Irue copy of the Stall Circular No. 51 of 4-8-66 with regard to Temporary Employees Subordinate Staff.
- Ex. W12-Letter dt. 15-12-75 addressed by Personnel Manager, State Bank of India, Personnel Department, Hyderabad L.H.O. to Y. V. Timpathi with regard to Recruitment Staff Subordinate and Menials.
- Ex. W13-True copy of the letter dt. 4-7-79 addressed by Y. V. Tympathi to the Personnel Manager, Personnel Department, State Bank of India L.H.O. Hyderabad, with regard to inclusion of his name in the interview list of Messengers.
- Ex. W14-Letter dt. 31-7-79 addressed by Branch Manager, State Bauk of India Multhangi to Y. V. Tirupithi with regard to Recruitment of Messengers.
- Ex. W15-Photostat copy of the staff Circular No. 91 dt. 16-11-79 issued by General Manager (Operations) State Bank of India, Personnel Department Local Head Office, Hyderabad to all Offices in Hyderabad circle with regard to State Subordinates Temporary Employees,
- Ex. W16-Photostat copy of the Staff Circular No. 91 dt. 24-9-81 issued b/ General Manager (Operations) State Bank of India, Personnel Department, Local Head Office, Hyderabad to all Offices in Hyderabad Circle with regard to Staff-Subordinates and Menials Temporary Employees and Casual of previous instructions.
- Ex. M17—I ist showing the persons those who were regularised and appointed on permanent basis.
- Ex. W18—Letter dt. 9-12-82 addressed by Regional Manager Region-I Regional Office, Hyderabad to the Asst, Labour Commissioner (C), Hyderguda, Hyderabad with regard to Industrial Dispute between Messrs. State Bank of India and S.B.J. Staff Association, recording alleged non-regularisation of Services of Y. V. Tirupathi, Temporary Substitute messenger, Chirag Ali Lane, Branch.
- Ex. W19-List showing the fresh candidates were appointed during August, 1979.
  - Document; marked for the Management;
- Ex. M1—Leave application of Y. V. Tirupathi dt. 3-2-81. 3-2-81.
- Ex. M2- Letter dt. 10-1-81 addressed by Brauch Manager. State Bank of India, Karimnagar to the Staff-in-charge Region-III Regional Office, State Bank of India, Hyderabad with regard staff subordinates.
- Ex. M3-Letter dt. 22-1-81 addressed by Branch Monager, State Bank of India, Karimnagar to the Regional Manager, Region I, State Bank of India Regional Office, Hyderabad with regard to Staff Sub-ordinate Y. V. Tirupaihi Temporary Messenger.

- Ex. M4-Letter dt. 23-1-81 addressed by Regional Manager, Region-III (Stail) Regional Office, Hyderabad to the Branch Manager, State Bank of India, Karimnagar with regard to staff subordinates Y. V. Tirupathi, Temporary Messenger.
- Ex. M5—Letter dt. 28-1-81 addressed by Regional Manager, Region-111 (G.B.) Regional Office, Hyderabad to the Branch Manager, State Bank of India, Karimnagar, with regard to Stafi Subordinates Y. V. Tirupathi, Temporary Messenger.
- Ex. Mo-Award Staff Leave record,
- Ex. M7—Attendance Register from 2-1-81 to 31-12-83.
- Ex. M8-Attendance Register at P3 Serial No. 8 (in Ex. M7) indicating that Y. V. Tirupathi worked from 10.15 A.M. to 2.45 P.M. on 14-2-81.
- Ex. M9-Attendance Register at P4 (in Ex. M7) indicating that Y. V. Taupathi signed the Attendance Register on 2-3-81 and the same was scored out.
- Ex. M10-True copy of the Staff Circular No. 18 of 29-3-66 with regard to Award of the National Industrial Tribunal (Bank Disputes) Desai Award Terms and Conditions of Service of Temporary and partime Employees.
- Ex. M11—True copy of the Staff Circular No. 18 of 1-3-1968 with regard to Award of the National Industrial Tribunal (Bank Disputes)—Desai Award terms and conditions of Service of Temporary Employees.
- Ex. M12-Letter dt. 4-2-81 addressed by Branch Manager, State Bank of India, Karimnagar to the Regional Manager, Region-III C.R.M.S. Cffi-e State Bank of India, Hyderabad with regard to staff sub-ordinates Y. V. Tirupathi, Temporary Messenger.
- Ex. M13—Photostat copy of the letter dt. 11-8-80 addressed by Regional Manager, State Bank of India (Staif) Local Head Office, Hyderabad to the Branch Manager, State Bank of India, Karimnagar with regard to staff subordinates Y. V. Tirupathi, substitute Messenger.
- Fx. M14-Letter dr. 9-2-81 addressed by Branch Manager. State Bank of India, Karimmagar to the Regional Manager, Region-III, C.R.M.S. Office, State Bank of India, Hyderabad with regard to Denutation/Appointment of a Temporary Messenger.
- Ex. M15—Photostat copy of the Telegram issued by Regional Manager to the Manager State Bank of India, Karimnagar with regard to terminate the services of Y. V. Tirupathi
- Ex. M16—Letter dt. 23-2-81 addressed by Branch Manager Region-II, C.R.M.S. Office State Bank of India, Hyderabad with regard to Y. V. Tirupathi, Temporary Messenger.
- Ex. M17.—Attendence Register pertaining to State Bank of India, Warangal Village Branch from 20-6-77.
- Ex. M18—At pages 56 to 58 in Attendance Register (Ex. M17) which shows the attendance period for the month of August, 1980 Tirupathi was not employed at Warangal.
- Ex. M19—Statement showing the particulars of Messenger appointed in August, 1979.

By consent

Date: 27-12-85.

J. VENUGOPALA RAO. Industrial Tribunal [No. L-12012(2)/83-D.II(A)] N. K. VERMA, Desk Officer

## नई विरुलं।, 5 फरबरी, 1986

का. आ. 675.—आंबांगिक विवाद प्रधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार. भारत कीकिंग कील जि. की टेटुलमारी कीलियरी के प्रवत्थक्षेत्र से सम्बद्ध नियोजकीं और उनके कर्मकारों के बीच, अनुबंध में निद्दिष्ट ऑद्यांगिक विवाद में केन्द्रीय सरकार आंबांगिक प्रधिकरण, नं. 2 धनवाद, के पंचाट की प्रकाशित करती है, जी केन्द्रीय सरकार की 30-1-1986 की प्राप्त हुआ था।

#### New Delhi, the 5th February, 1986

S.O. \$75.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. 2, Dhanbad as shown in the Annexure in the industrial dispute between the employers in relation to the management of Tetulmari Colliery of M/s. Bharat Coking Coal Limited and their workmen, which was received by the Central Government on the 30th January, 1986.

#### **ANNEXURE**

## BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

Reference No. 96 of 1985

In the matter of Industrial Disputes under Section 10(1)(d)

of the I.D. Act, 1947

#### PARTIES:

Employers in relation to the management of Tetulmari Colliery of Messis. Bharat Coking Coal Limited and their workmen.

#### APPEARANCES:

On behalf of the workmen: Shri B. Lal and Shri D. K. Verma, Advocate.

On behalf of the employers: Shri G. Prasad, Advocate. STATE: Bihar, INDUSTRY: Coal.

## Dhanbad, the 22nd January, 1986

#### AWARD

The Government of India, Ministry of Labour in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication under Order No. L-20012(69)/D. III(A), dated, the 26th June, 1985.

## SCHEDULE

"Whether the action of the management of Tetulmari Colliery of M/s. Bharat Coking Coal Limited, in dismissing Shri Aklu Kole, Miner/Loader after ascepting his application under Voluntary Retirement Scheme is justified? If not, to what relief is the concerned workman entitled?"

The case of the workmen is that the concerned workman Akloo Kole was a permanent employee of Tetulmari Colliery working as a Miner/loader for a pretty long time. He was not keeping good health and as there was a provision under the voluntary retirement scheme to retire and ger employ-ment of one dependent of the workmen, he offered himself to retife under the voluntary retirement scheme in the year 1980 so that his son Sanua Kole may be employed in his place after his retirement. The management started process to accept the voluntary retirement of Akloo Kole and to give employment to his son Sanua Kole. The management issued letter dated 2|3-7-81 to Akloo Kole to present himself before the Medical Officer for determination of his age in the process of his acceptance as voluntary retirement. The matter was finally settled to provide employment to Sanua Kole S/o Akloo Kole and Sanua Kole was directed to appear for medical examination to ascertain his medical fitness for employment arising out of voluntary retirement of Akloo Kole. All other persons who were also called for medical examination along with Sonua Kole have already been offered employment but Sanua Kole son of Akloo Kole has been denied employment. Shri A. K. Roy, M. P. also wrote a letter to the General Manager Area No. V Sijua dated 10-9-82 en-

quiring as to what happened regarding the employment of Somula Kote son of Akloo Kote and requested for an information regarding the said matter. Aktoo kole was given assutance an along that his voluntary retirement would be accepted and his son would be given employment in his piace and he was turiner instructed not to resume his duty. Akloo Kore was under the impression that his son would be given employment like others and meanwhile he was not also keeping good health. In spite of his best efforts the management did not give employment to Sanua Kole and thereafter Akloo Kole had no alternative but to report for his duty. Akloo Kole reported for his duty and filed a petition on 6-4-84 to allow him to resume his duties. Instead of allowing him to resume his duties the management took vindictive attitude by issuing a chargesheet to him dated 24-5-83 alleging that Akloo Kole was absenting from 12-10-80 and he was asked to show cause as to why disciplinary action should not be taken against him. Aktoo Kole replied to the charge-sheet denying the charges. Thereafter a domestic enquiry was conducted in violation of patural justice and thereafter Akloo Kole was dismissed from service vide letter dated 25-11-83. It was within the knowledge of the management as to why Akloo Kole was not reporting for duty and his absence was all along impliedly permitted and excused as the management was proceeding to take his son in the the management was proceeding to take his son in the employment after accepting his voluntary retirement. Akloo Kole is illiterate belonging to Schedule Tribe. He was not even instructed by the management to keep a coworker during the enquiry proceeding to defend his case and being illiterate, Akloo Kole was prejudiced to effectively defend himself in the domestic enquiry. The dismissal of Akloo Kole was illegal and unjustified. Akloo Kole has been lant in dark all along and reither his son has been given kept in dark all along and neither his son has been given employment nor he was allowed to resume his duties. It is submitted that the dismissal of the Akloo Kole after accepting his application under the voluntary retirement scheme is illegal and unjustified, and as such the management be directed to reinstate Akloo Kole with full back wages and other benefits.

The case of the management is that the concerned workman Akloo Kole a Miner/Loader of Tetulmari Colliery applied on 8-9-80 under voluntary retirement scheme framed by M/s. B.C.C. Ltd. for the employment of his son named Shri Sanua Kole in his place. The management called Shri Sanua Kole Slo Akloo Kole for an interview and sent him to the Medical Board for examination of his health and physical fitness for giving him employment. Shri Akloo Kole and Sanua Kole did not subrat relevant document such as certificate from the Mukhiya of village Panchayat the certificate from the B.D.O. and certificate with regard to the date of birth of Shri Sanua Kole. Shri Akloo Kole was required to two the date of physical or the said and quired to work from the date of submission of the said application dated 8-9-80 till his application was finally accepted and the acceptance of his retirement under the aforesaid voluntary retirement scheme was communicated to blm. The management never communicated to Shri Akloo Kole that his retirement under the voluntary retirement scheme was accepted. The management had only entertained his application and the retirement was to take effect only after the decision of the management accepting the resignation under the voluntary retirement scheme, or communicating otherwise to the concerned workman. Akloo Kole was bound to work as he continued to be in the employment. His services had not come to an end by a mere fact that he had applied for retirement under the voluntary retirement scheme.

The Standing Orders provides that absence for more than 10 days amounted to misconduct. As he continuously absented from duty without leave, information or permission since 31-10-80, he was submitted with a chargesheet dated 24-5-83. The concerned workman submitted a reply to the chargesheet. The reply was found to be unsatisfactory by the manage-An enquiry was conducted into the chargesheet against Shri Akloo Kole in accordance with the principles of natural justice in which Akloo Kole was found guilty of the charges and thereafter he was dismissed from service with effect from dismissing the action of the management was justified in dismissing the concerned workman Akloo Kole.

This is a case in which the concerned workman Shrl Akloo Kole has been dismissed from service after holding a domestic enquiry and as such it was submitted on behalf of the management that the Tribunal may first decide the prelimi-

nary point whether the departmental enquiry was fair and proper and it it is held that the enquiry was not fair and proper, a chance may be given to the management to lead tresh evidence to justify the action taken against the concerned workman. The workmen also have raised an objection in the W.S. that the enquiry was not fair and proper. Accordingly the case was first set up for hearing on the piceliminary issue on 30-10-85. Shri B. Lal, Advocate appearing on benalt of the workmen conceded that the domestic enquiry was fair and proper and that he did not intend to press the preliminary issue and he prayed that the case be heard on merit. Accordingly the domestic enquiry against the concerned workmen was held to be fair and proper and the case was set for hearing on merit.

The only point for decision is whether the dismissal of the concerned workman Shii Akloo Kole was justined after accepting his application under the voluntary represent scheme.

The management did not examine any witness but the workmen examined two witnesses in support of their case. The management, however, produced document which have been marked Ext. M-1 to M-13. The documents produced on behalf of the workmen were marked Ext. W-1 to W-7.

It is the admitted case of the parties that axiloo ixole had appried oit 6-9-60 under commenty rentement scheme for gaving employment to his son Sonua Kore in his place. it will also appear from para 3 of the W.S. of the management that the management proceeded in processing the said application of Akloo kole under the volumary remement scheme and that the management had called sonua Kole son of Akloo kole for an interview and sent him to the Medical Board for examination of his health, Ext. w-I dated 2/3-7-81 is a letter by the Personnel Officer to the concerned workmen Akloo Kole by which Akloo Kole was directed to appear before the doctor in the Central Hospital at Loyabad on 3-7-81 for examination along with identity card and papers relating to his age. WW-1 is Akloo Kole who has stated that he was called for medical examination, examined by the doctor and that his age was assessed as 50 years. Ext. W-2 dated 18-2-83 is an onice order by which the concerned workmen Akloo Kole and his son were called by the Personnel Officer Sijua Area for interview. WW-1 Akloo Kole and his son were called by the Personnel Officer Sijua area for interview. WW-1 Akloo Kole and his son WW-2 have both stated that the management had called Sonua Kole for examination by the doctor. WW-2 has stated that he was medically examined at Loyabad Colliery hospital and was found in medically. Ext. M-9 is the report of the medical examination of Sonua Kole which shows that he was found fit for appointment. Ext. M-3 dated 13/14-11 81 is a letter from the Dy. Personnel Manager to the General Manager Sijua Area. It shows that the General Manager, Sijua area had sent a letter dated 31-8-81 forwarding there under 227 cases of workmen for voluntary retirement under the voluntary retirement scheme 1980. The letter further shows that the cases enlisted in annexure A were approved for voluntary retirement under the Scheme and the dependent son of the retiring workmen were to get appointment as Badli miner/loader on the terms contained therein. Ext. M-2 dated 28-12-82 is another letter from Dy. Personnel Manager to the General Manager Sijua Area which is in continuation of the letter Ext. M-3. It shows that the case of Shri Akloo Kole along with three others were approved under the Voluntary retirement scheme on the terms and conditions as mentioned in the letter dated 13/14-11-8! (Ext. M-3). It further shows that the dependent son of Akloo Kole may be given employment as underground miner/ loader after ascertaining the conditions as contained in the previous letter. It will thus appear from Ext. M-2 and M-3 that the case of Akloo Kole under the voluntary retirement scheme was approved and that his dependent son Sonua Kole was to be given employment as a badli miner/loader. It is clear therefore that the case of Akloo Kole under the voluntary retirement scheme was approved and after his son Sonua Kole was found fit by the Medical Board the management approved for his appointment in place of Akloo Kole.

The case of the management is that the concerned workmen Akloo Kole was absenting since 31-10-80 without any permission or leave and as such he was chargesheeted for misconduct and the charge was proved against him in the

domestic enquiry usin to ma freshine and increased no was Composed from service with the ration 20-11-60. It is, but в а спицествее аперид име им соптестью ученный угаabsenting from his daily from or follow which was a missonduct under the mandred Others of the company, Almongh the collectned working) and adoptiong from 21-10-66 and chargemeet was summated against that prior to 44-5-65, it was only when the concerned workman fied it apply about duced 6 + 65 before the indulgeniem and he safate to the management to snorm a charge-me, against him, 1250 W-+ is the said apprecation of the concerned workings dated 0.4-83 by which the concerned workmen songar permission to join his duty after recovering from his liness. On this petition the officers of the management made note as to why no action was taken against the concerned workman for such a long time and therefalter a chargesteer was submitted against Junt. Ext. M-8 is a pention dated 23-2-83 iiled by the concerned workman before the Atmager Telulman Celhery in which he has stated that he could not attend ins dunes as he had tallen sick from 31-10-80 and that he should now be permitted to join his duties as he recovered. Ext. M-6 is the explanation of the concerned workman dated 25-5-83 to the chargesheet submitted against him. He has stated that he ten in at the viriage ficance and as said he was timede to arrend his delies and as he was arone he count not inform the management, the has stated that he is lifting the medical certificate of the doctor who had treated him during his timess. The said cermicate has even med by the management as Ext. M-1 in this case, and it was an exhibit in the domestic enquity. The said certificate shows that the concerned workmen was under the treatment of a Homocopath doctor since 30-10-80 to 29-5-83 and that now he was lit to resume his duties. The concerned workinan had incretore given reasons of his absences from duty which was supported by the certificate of the doctor who had treated nim, Admittedly the concerned workman is a poor man of Schedule Tribe and he could not be expected to have got treatment from qualified MBBS doctor. His statement before the enquiry officer shows that he could not attend to his duties because of his illness. He had also stated that because of his illness he had applied for his voluntary retirement under the voluntary retirement scheme and had prayed that his son Sonua Kole be given employment in his place, but his son was not given employment. He has stated that due to illness he was helpless and was unable to do any work. He had stated that he has accepted his absences for which he has been chargesheeted. He had further stated that as he was not attending to his duties he had no money for medicines and was dying of hunger. Thus it will appear that the concerned workman was absenting due to his illness. The management has not adduced any evidence to falsity the explanation given by the concerned workman. I hold that the concerned workman has been able to satisfactorily explain his absence without leave from his duty and I do not see any reason not to accept his explanation. It will appear from the case of the management that Sonua Kole son of Akloo Kole was not given employment because he had not filed necessary certificates from the BDO and Mukhiya but both WW-I and his son WW-2 Sonua Kole have asserted on oath that necessary certificates from the Mukhiya and the BDO had been filed. It was suggested to WW-2 on behalf of the management that he was not given employment as his father was dismissed to which WW-2 denied. It appears from this suggestion made on behalf of the management that as the concerned workman was dismissed from service his son Sonua Kole was not given employn.em. This contradicts earlier case of the management that the employment was not given to Sonua Kole son of Akloo Kole as the necessary certificate from the Mukhiya and the BDO were not filed, WW-2 has no doubt stated that his father absented after filling the application under the voluntary retirement scheme but it appears to be a matter of coincidence that he also fell ill after a few days of the filling of the application under the voluntary retirement scheme. From the very application under the voluntary retirement scheme Ext. M-10 it will appear that he was unable to work and as such he had prayed that his son may be given employment. On the said Ext. M-10 their appears to be a note of receipt of Mukhiya certificate on behalf of the management. The concerned workman was taking from the term beginning that he was unable to work stating from the very beginning that he was unable to work and as such he applied for giving employment to his son under the voluntary retirement scheme and as such there

and the second accordance and the second and the second accordance accordance and the second accordance accordance and the second accordance accor is no wonder that the concerned workman had fallen sick due to which he was unable to attend his duties from 31-10-80.

The application of the concerned workman under the voluntary retirement scheme was approved vide the letter Ext. M-2 dated 28-12-82. The schedule to the order of reference is whether the action of the management of Tetul-mari colliery in dismissing Shri Akloo Kole after accepting his application under the voluntary retirement scheme is justified. Thus from the schedule itself it is accepted that the concerned workman has been dismissed from service after accepting his application under the voluntary retirement scheme when the application of the concerned workman under the voluntary retirement scheme had already been approved vide Ext. M-2 dated 2/8-12-82 and till then no action had been taken against the concerned workman for his absence from duty, I think his dismissal after framing chargesheet for his long absence without leave does not appear to be proper. After having approved the application under the voluntary retirement scheme of the concerned works man, no letter appears to have been sent either to the concerned workman or his son asking them to file any paper. No letter also appears to have been issued by the management to show as to why Sonua Kole son of Akloo Kole was not given employment even after the acceptance of the applica-tion of the concerned workman under voluntary retirement scheme. The concerned workman as I have stated above is a Kole belonging to Scheduled Tribe and it was not expected of him to understand that he would be dismissed from service on the ground of his absence even after acceptance of his application under the voluntary retirement scheme and he might be under the impression that as he had applied for voluntary retirement, his absence will not be treated as absence from duty without permission.

Taking all the above facts and circumstances into consideration I hold that the action of the management of Tetulmari Colliery of M/s. B.C.C. Ltd. in dismissing the concerned workman Shri Akloo Kole Miner/Loader after accepting his application under the voluntary retirement scheme is not justified and that as his son has not been interpreted by the concerned. given employment although it was approved, the concerned workman is reinstated as he has been able to explain his absence for which he was chargesheeted. The concerned workman was fit to resume his duty from 30-5-83 as certified workman was fit to resume his duty from 30-5-83 as certified by the doctor and as such he is entitled to his full back wages from 30-5-83. However, he will not be entitled to any wages from 31-10-80 to 29-5-83 but the said period will be counted for the purpose of the continuity of his service. It will still be open for the management to appoint Sonua Kole son of Akloo Kole under the voluntary retirement scheme on fulfilling the conditions by the concerned workman as, probably, that will be in the better interest of the management seeing the indifferent health of the conthe management seeing the indifferent health of the concerned workman Akloo Kole.

This is my Award.

Dated: 22-1-86.

I. N. SINHA, Presiding Offi er INo. L-20012(69)/85-D.III.A] A. V. S. SARMA. Desk Officer

## नई किल्ली, 5 फरखरी, 1986

का.धा. 676 -- अन्द्रीय संस्कार ने यह समाधान हो जाने पर कि लोकहिम में ऐसा करना अपेकित या औद्योगिक विवाद ग्रिधिनियस 1947 (1947 की 14) की धारा 2 के खण्ड (ह) के उपखण्ड (6) के उपक्रश्यों के प्रत्मरण में भात स का के श्रम मंत्रालय की प्रधिसूचना संख्या आ.क्षा. 4085 दिनांकः 16 श्रगस्त, 1985 द्वाः। इंडिया धवर्तमेट मिन्ट बस्बर्ध को उक्त अधिनियम के प्रयोजनों के लिए 24 प्रयस्त. 1985 में छ: माम की हालावधि के लिए लोकहित उपयोगी सेवा घोषित किया था,

और कक्बीय सरकार की राथ है कि लोकहित में उसत कालाबधि को छः मास की और कालायधि के लिए बढ़ाव आना अपक्षित है।

अत, अब, औद्योगिक विवाद अधिनियम, 1917 (1917 के 14) की धारा 2 के खण्ड (इ) के उपखण्ड (6) के परन्त्र द्वारा प्रदत्त णिनित्यों का प्रयोग करने हुए केन्द्रीय सरकार उक्त उद्योग की उक्त अधिनियम के प्रयोजनों के लिए 24 फरवरा, 1986 से छ मा। हा आंट का नामां आ के लिए लोक उपयोगी मेना भीपित करती है।

> [क(. सं . एस- 11017/3/85-ईit 1(ए)]] ग.त स अयर, अवर सचिव

New Delhi the 5th February, 1986

S.O. 676.—Whereas the Central Government having been satisfied that the public interest so required had, in pursuance of the provision of sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), declared by the notification of the Government of India in the Ministry of Labour S.O. No. 4085 dated the 16th August, 1985 the India Government Mint, Bombay to be a public utility service for the purposes of the said Act, for a period of six months, from the 24th August, 1985;

And whereas, the Central Government is of opinion that public interest requires the extension of the period by a further period of six months;

Now, therefore, in exercise of the powers conferred by the proviso to sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby declares the said industry to be a public utility service for the purpose of the said Act, for a further period of six months from the 24th February, 1986,

> [No. S-11017|3|85-D.I(A)] S. H. S. IYER, Under Secv.

#### श्रम मंत्रालय

नई विल्ली, 7 फरवरी, 1986

का. था. 677.— उन्प्रवास भाषिनियम, 1983 (1983 का 31) की धारा 5 द्वारा प्रदत्त सम्बद्धीं का अयोग करते हुए, केन्द्रीय सरकार भिनीकाय के उप कलक्टर को 6-2-86 में धाले धारेश होने तक, उपन ग्राधिनियम की धारा 29 के अधीन उत्प्रवासी संरक्षी की गतियां का प्रयोग करने के लिए प्राधिकृत करनी हैं।

> [ जेड- 1 t 0 2 5 / 2 9 / 8 5 उत्प्रवास 2-] नवेद मसूद, अवर समिव

New Delhi, the 7th February, 1986

S.O. 677.—In exercise of the powers conferred by Section 5 of Emigration Act, 1983 (No. 31 of 1983), the Central Government hereby authorises Deputy Collector, Minicov to exercise the powers of Protector of Emigrants under Section 29 of the said Act with effect from 6-2-1986 till further orders.

> [No. Z-11025(29)[85-EMIG, II] NAVFD MASOOD. Under Secv.

नह दिल्ली, 11 फरवरी, 1986

वा. था. 678.--मैसर्स हिन्द्स्तान पैदोलियम कारपोरेणन, बस्बई के प्रबंधतन्त्र और उनके धर्मकारों, जिनका प्रतिसिधित्य हिन्दुस्तान पेट्रोलियम कर्मचारी युनियन, बम्बर्ड करती हैं, के बीच एक श्रीस्रोगिक विवास विद्यमान

भौर उत्रत नियोजकों धीर वर्मकारों ने एक लिखिन करार द्वारा उक्त विवाद को साध्यस्थम के लिए निर्देशित करने का करार कर लिया है ग्रीर उक्त लिखित करार की एक प्रति केन्द्रीय सरकार को भेज दी गई है ;

ग्रीर ग्रोधोगिक विवाद ग्रधिनियम, 1947 (1947 का 14) की धारा 10क (3) के उपबंधों के प्रनुसरण मे, केन्द्रीय मरकार ने उक्त लिखिस करार को णामकीम राजपन्न में प्रकाशित किया है;

र्घार केस्द्रीप सरकार का समाधान हो गया है कि निर्गेशन करने वाले व्यक्ति प्रत्येक पक्ष के बहुमत का प्रतिनिधित्व करते है ;

अतः शब श्रौद्योगिक विवाद ग्रिधिनियम, 1947 (1917 का 11) कः धारा 10क (अक) के उपयन्धों के प्रमुखरण में, केन्द्रीय सरकार उन नियोजको श्रीर कर्मकारो जो माध्यस्थम करार के पक्ष नही है, किन्तु जिनका सबंध माध्यस्थल के समक्ष चपने मामरो प्रस्तृत करने के लिए उक्त यिवाद में हो भकता है, की सूचना के लिए इसे अधिसूचित करती है ग्रौर उनत मध्यस्थ उक्त नियोजका श्रीर कर्मकारो की श्रवने मामले की उसके समक्ष प्रस्पृत करने के श्रवसर प्रदान करेगा।

[फाइल सं. एल- 30025/3/85 - इ.- 3 (बी)]

शशि भूषण, अवर सविय

New Delhi, the 11th February, 1986

#### ORDFR

S.O. 678.—Whereas an industrial dispute exists between the management of M/s. Hindustan Petroleum, Bombay and their workmen represented by Hindustan Petroleum Karmachari Union Bombay;

And whereas, the said employers and workmen, by a written agreement have agreed to refer the said dispute for adbitra-tion and have forwarded the said written agreement to the Central Government:

And whereas, in pursuance of the provisions contained in Section 10A(3) of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government has published the said written agreement in the Official Gazette;

And whereas, the Central Government is satisfied that the persons making the reference represent the majority of each

Now, therefore, in pursuance of provisions contained in Section 10A(3-A) of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby notifies for the in-formation of the employers and workman who are not parties to the Arbitration Agreement but may be concerned in the dispute to enable them to present their case before the Arbitrator and the said Arbitrator shall give an opportunity to the said employeers and workmen of presenting their case before him.

> [F. No. 30025]3[85-D. III(B) SHASHI BHUSHAN, Under Secy.

नई दिल्ली, 11 फरवरी, 1986

का. ग्रा 679, — भौद्योगिक विवाद श्रिधिनियम, 1947 (1947 का 14) का धारा 17 के श्रमसरण में, केन्द्रीय सरकार मिगरेनी धौलिरिज कम्पनी लिमिटेड, रामा कृष्णन पुरम डियीजन-II के प्रबंधतंत्र से सम्बद्ध नियोजको और उनके कर्मकारों के बीच धनुबंध में निदिष्ट झौद्योगिक विवाद में ग्रीद्योगिक ग्रधिकरण, हैदराबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार की 24-1-86 की प्राप्त हथा था।

#### New Delhi, the 11th February, 1986

S.O. 679.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Hyderabad, as shown in the Annexure, in the industrial disputes between the employers in relation to the management of Singareni Collieries Company Limited, Ramakrishnapuram Division-II and their workmen, which was received by the Central Government on the 24-1-86.

## BEFORE THE INDUSTRIAL TRIBUNAL (CENTRAL) AT HYDERABAD

Industrial Dispute No. 24 of 1984

Dated this the 23rd December, Nineteen Hundred and cighty five.

#### BETWEEN

The Workmen of Singareni Collieries Company Limited, Ramakrishnapuram Division-II, Adilabad District. (A.P.)

The Management of M/s. Singarent Collieries Company Limited, Ramakrishnapuram Division-II, Adılabad District. (A.P.).

#### APPEARANCES:

Sri Srinivasa Murthy, Miss G. Sudha and Shri H. K. Saighal, Advocates for the management.

None-for the workmen.

#### AWARD

The Government of India, Ministry of Labour, New Delhi, vide reference No. L-22011(55)/83-D.III(B) dated 28-3-84 have referred to this Industrial Tribunal under Sections 7A and 10(1)(d) of the Industrial Disputes Act, 1947 (14 of 1947) for adjudication of the LD, between the Workmen and the Management of Singareni Collicries Company Limited Ramakrishnanuram Division-II Additional District (AP) ted, Ramakrishnapuram Division-H. Adilabad District (A.P.) with the following issues :--

- "Whether the management of Messrs, Singareni Collieries Company Limited, Ramakrishnapuram Division III. P.O. Ramakrishna mram, District (A.P.) are justified in denying .
  - (a) Category IV as Hauler Khalasis with effect from 1-5-1981 to SiShri (1) G. Molla Reddy, (2) P. Hanumaiah, (3) Sankari Rayamallu, (4) V. Venkateswara Rao, and (5) Naha Raja Reddy.
  - (b) Category III as Pump Khalasis with effect from 4-8-1981 to S/Shri (1) Kotha Malla Reddy, (2) Bogi Neelaiah, (3) Algil Buchimallu, (4) V. Surendar. (5) Sirimalla Posham and (6) Md. Khadar and
  - (c) Category V as Drillers with effect from 4-8-1981 to SiShii (1) Ponnalal Posham, (2) Eddu Rajeeru, (3) Katham Posham, (4) Penta Rajalah, (5) Paddala Rajam (6) Todety Kishtaiah (7) Bathula Shankar (8) Bochi Rajam, and (9) Mexala Rayalingu;

all workmen of R. K. S. Incline? If not to what relief are the workmen concerned entitled?

After the receipt of the reference, notice was issued to the President, Tandur Coal Mines, Labour Union, P. O. Bellampalli, District Adilabad (A.P.) with a direction to file their claims statement on or before 30th April, 1984, while serving a copy on the opposite side. On 30-4 1984 when the case was called on the bench, it was observed that the President, Tandur Coal Mines, Labour Union (I.N.T.U.C.) Bellampalli sent an application requesting for extension of time to file his claims statement on the said date. management was called absent, so time was extended for filling the claims statement till 31-5-1984. On 31-5-84 both parties were called absent. Hence it was adjourned to 12-6-84, from 12-6-1984 to 25-6-84 and from 25-6-84 to 9-7-[984.

On 9-7-1984 both parties were called absent. Claims statement was not filed, hence time was extended till 26-7-1984 for filing the claims statement.

On 26-7-1984 when the case was called a telegram was received from Sri Nagai Reddy, President, Tandur Coal Mines Labour Union, Bellampalli praying extension of time filing claims statement. Time was again extended till 2-8-1984; again it was extended to 14-8-1984. On 14-8-1984 claims statement was received by post in the office On 14-8-1984 parties were called absent, and the case was posted to 10-9-1984. From 10-9-1984 it was adjourned to 29-9-84. From 29-9-1984 it was adjourned to 29-10-1984.

On 29-10-1984 Sri K. Srinivasa Murthy, Advocate offered Vakalat for the management and sought extension of time for filing counter. Workmen's representative were called absent and time was extended till 26-11-1984. On 26-11-1984 counter was not filed and again time was extended till 18-12-1984. On 26-11-1984, Sri K. Stinivasa Murthy, and Kumari G. Sudha and Sri H. K. Saighal, Advocates filed Vakalat on behalf of the Management. On 18-12-84 Workmen and their representative were called absent. Management filed its counter and it was posted for enquiry on 11-1-1985.

From 11-1-1985 it was adjourned to 31-1-1985. On 31-1-1985 parties were present and prayed for adjournment and it was adjourned to 28-2-1985.

From 28-2-1985 onwards thirteen adjournments were given for workers representatives to be ready for enquiry and each time, there was no representation and they were also not ready as could be seen from the docket.

Even on 13-11-1985 Workmen's representative was not present. Sri V. Venkataramana. Advocate offerred to file vakalat for the workmen but did not file it, and the case was finally adjourned to 23-12-1985 for enquiry. On 23-12-85 when the case was called, counsel for management was present. Workmen and their representative called absent. Thus the workmen were given sufficient time for the last 10 adjournments i.e., from 28-2-85 to 23-12-1985. It is seen, thus the workmen have no interest to contest the matter and they have also not evinced any interest to prosecute the dispute by adducing evidence in support of this claims statement. As the Claims Statement allegations stand not proved and as the workers have no interest in the matter, this reference is terminated, holding that the workmen are not entitled for any relief.

Award passed accordingly.

Dictated to the Steno-typist typed by him, and correct by me and given under my hand and the seal of this Tribural, this the 23rd day of December, 1985.

Sd|- Illegible INDUSTRIAL TRIBUNAL

Appendix of Evidence

NIL

Sarma/9-1-86.

J, VENUGOPALA RAO, Industrial Tribunal [No. L-22011(15)83-D. III (B)] SHASHI BHUSHAN, Under Secy.

ग्रादेण

का त्या 680 – -हिन्दुस्थान पैट्रोलियम कारपोरंशन लिमिटेड, बन्बर्ड के पश्चन्त्रनस्य में पम्बद्ध नियोजकों स्रोर उनके कर्मकारों, जिनका प्रतिनिधित्व हिन्दुस्थान हिर्होतियम कर्मचारा सृतियन, 22169, आवस्य नगर, णास्ताकृत (पूर्जी) बस्बर्ड करनी है, के बीच एक सौद्योगिक विवाद विद्यमान है,

श्रीर उच्च स्थायालय, बस्बई ने मामला संस्था 1632. दिनीक 7-10-1915 में आदेश थिए हैं कि उक्त न्यायालय के आदेश में मंगोधित की गई शानी के श्रनुसार उक्त विशाद को उक्त न्यायालय के सेवा निवृत्त न्यायार्थांग, श्री हो एम रेगे के माध्यस्थम के लिए निर्देशित किया आए,

स्रीर उक्त निर्माननी स्रोप कर्नकारों ने स्रीयोगिक विवाद स्विनियम, 1947 (1947 को 14) को धारा 10-क को उपधारा (1) के उपबन्धों के स्नृत्यामें एक लिखिश करार द्वारा उक्त विवाद को माध्यस्थ्य के लिए निर्देशित बजने का करार कर तिथा है और उक्त स्विनियम को धारा 10 कका उपधीरा (3) के स्रधीन उक्त माध्यस्थ्यम करार का एक एक प्रति केन्द्रीय सरकार को भेजी गई है,

श्चन, स्रव उक्त अधिनियम का धारा 10 था का उपधारा (3) के उपबन्धों के अनुमरण में, केन्द्रीय सरकार उक्त माध्यस्थम करार को प्रकाशिन करती है।

(क्यार)

(श्रोग्रोशिक विवाद श्रिशित्यम, 1947क) द्वारा 10 क के प्रजीत ) टेड मैससे हिन्दुस्तात पैट्रोलियम कारपोरेणन लिमि

अभ्बर्ध-100 0<u>2</u>0

ग्रौर

हिन्दुस्तान पेंट्रोलियम कमंचारं: यूनियन, 22/169 आनन्द नगर, मान्ताकृत, (पूर्वी) सम्बर्द-400 055.

के अर्थाच

नियोजकों का प्रतिनिधित्व करने बाले

- श्री एस.एस. सुख्तांकर,
   उप महाप्रबन्धक (श्रार्ट श्रीर. एड जं) एस.)
- 2 श्री पी.सी. राथ, वरिष्ठश्रीसोगिक मंबंध प्रबस्थक

कर्मकारों का प्रतिनिधित्व करने वाले: (एच पं) के यु)

- । श्राके. द्वी. कुलकर्णी, प्रेज्ञीडेंट
- । श्री र्व⊹्वा, मैनकर, जनरल सेक्षेटरी,
- श्री भार पा, परमार, ज्याइंट सेक्रेटरी,
- श्री सी. एँगा, वालबी,
   श्रवाइंट सेन्नेटरी

1985 की रिट याचिका संख्या-1632 में 1935 की अपील संख्या 865 में बस्बई उठन न्यायालय के आदेश दिनांक 7-10-1985 के माय पिठन जीडोशिक विवाद अक्षितियम की धारा 12(3) के अंतर्गत, क्षेत्रीय अमायक (केन्द्र्राय), बस्बई के ममक्ष पक्षकारों के बीच हुए समझीता आपन की माती के अनुसार जी अनुबन्ध "क" और "ख" में वे गई हैं, पक्षकारों के बीच निम्नलिखित अजिशिशक विवाद की ओ डी एम. रेगे, मेवा निवृत्त न्यायायाश, बस्बई उच्च न्यायालय, लबुरमान, लेडा जमणेंद जी रोड, काम रोड संख्या-1, बस्बई-400 006 के माध्यमस्थम के लिए निर्वेणित करने का करार किया गया है।

- (क) क्या त.नां प्रवस्थामां में कम्प्यूटर पद्धीत को पूर्णनया प्रतिस्थापित करके कारपोरंगन को विताय लाभ होगा।
- (ख) क्या कारपंत्रियन को होने बाल बिताय लाभ से कर्मकार के हिस्से का दावा स्थायोचित है और यदि हो, उन कर्मकारांका श्रेणी जो ऐसे लाभी के हिस्से के पान होंगे। यदि उपर्युक्त का उत्तर हां में है, तो ऐसे लाभी में हिस्से के लिए प्रत्येक कर्मकार का पान्नता के लिए सामा निर्वारित करने का विधि तथा पढ़ित क्या होगा।
- (ग) वह नारंख क्या है जिसरें ऐसे नामों का भूगतान किया जाएगा।
- (घ) क्या दिनोह 7 जून, 19:5 का समझोता उचित, ठाँज तथा सहाँ है और यदि नहीं, तो कर्मचारियों को श्राधिक या अन्यथा क्या अनुनाय विष् जाएं।

विवाद के पदारारों के व्योर ---

भीमन हिन्दुस्तान ौट्रोलियम कारपोरेणन लिमिटेड, 17-जमणोद जा टाटा राड, बस्बई-400 020

ग्रीर

हिल्दुम्भान पैट्रोलियम अर्मचार गृनियन, ९ ﴿169, इ. नन्द्र नगर, णांशाकुत्र (पूर्वी), वम्बई,400 055 उपक्रम के निर्याणित अर्मकारों के कुल संख्या:

#### पश्चिम क्षेत्र--3158

विवाद से प्रभावित या सम्भाव्यतः प्रभावित होते वाले कर्मकारों की

इस ममय अनुमान नहीं समाया जा सकता।

श्चनुमानित संख्या :

मध्यस्य घ्रपना पंचाट समृचित गरकार झारा मरकारी राजपस में इस करार के प्रकाशन की तारीख में छह माह की कालावधि या इतने स्रीर समय ये भीतर को पक्षकारों के बीच पारस्परिक लिखिन करार द्वारा सहाई जाए देवा।

विनांक 11 नवस्वर, 1985

- ि नियोजकों का प्रतिनिधित्व करने वाले:—— हिन्दुस्तान पैद्रोलियम कारपोरेणन लिमिटेड
  - हस्ताः /- एमः एगः मुख्यांकरः
  - हस्ता/- पी .सी. राय
- II कर्मकारों का प्रतिनिधित्व करने वाले---

हिन्दुस्तान पैटोलियम कर्मचारी युनियन

- ा. हस्ता./- के.डां. कुलकर्णी
- 2. हस्ता./- वी.वा. मैनकर
- हस्ता./- अवर.पं/, परमार
- हस्ताः /~ र्सः , एसः , दालवंः

साक्षः :---

- ा. हस्ता ./- वं. एस. राणे
- 3 हरूमा./ वं∴औ, मोगटे

श्री डो .एम . रेगे, मेजा-निवृत्त स्यायाधीण की सहस्रति

महोदय,

संरर्भः श्रीखोगिक विवाद श्रीधिनाम, 1947 की धारा 10 क के अर्थान माञ्यस्यन करार हिन्दुस्तान पैट्रोनियय कारपोरेशन —

हिन्दुस्तान पैट्रोलियम कर्मचारी यूनियन

आपके पत्न दिनाक 17-0-9:5 के पंदर्श में अपर्युक्त माध्यस्थन में मध्यस्थ के रूप में कार्य करते में मुझे कोई आपन्ति नहीं है।

> भारतम् (हस्ताः /-) (डो.एस. रेगे) [काइम भं. एम-३००२५/३/८५-बॅ:-३ (को)] श्लिभ्रुण, अथर सचित्र

S.O. 680.—Whereas an industrial dispute exists between the management of Hindustan Petroleum Corporation Ltd., Bombay and their workmen represented by Hindustan Fetroleum Karmachari Union, 22/169, Anand Nagar, Santacruz (East), Bombay;

And whereas, the High Court of Judicature at Bombay in case No. 1622 dated 7-10-85 has ordered that the said d'spute be referred to the arbitration of Shri D. M. Rege, the Retired Judge of the said High Court on the terms as modified by the High Court in its said Order;

And whereas, the said employers and their workmen have by a written agreement under Sub-Section (1) of Section 10A of the Industrial Disputes Act, 1947 (14 of 1947). 1525 GI 85—8

agreed to refer the said dispute to Arbitration and have forwarded to the Central Government under sub-section (3) of Section 10A of the said Act, a copy of the said arbitration agreement:

Now, therefore, in pursuance of sub-section (3) of section 10A of the said Act, the Central Government hereby publishes the said agreement;

#### AGREEMENT

(Under Section 10A of the Industrial Disputes Act, 1947)

#### BETWEEN

M|s, Hindustan Petroleum Corporation Ltd., 17-Jamshedji Tata Road, Bombay-400055.

#### AND

Hindustan Petroleum Karmcahari Union, 22/169, Anand Nagar, Santacruz (East), Bombay-400-055.

Representing Employers:

- 1. Shri M. S. Sukhtankar, Dy. General Manager (IR & GS)
- 2. Shri P. C. Rai,

Sr. Industrial Relation Manager, Representing Workmen:

#### (HPKU)

- Shri K. D. Kulkarni President.
- 2. Shri B. V. Mainkar, Gen. Socretary
- 3. Shri R. P. Parmar, Jt. Secretary
- 4. Shri C. S. Dalvi.

#### Jt. Secretary

It is hereby agreed between the parties to refer the following matter to the arbitration of Shri D. M. Rege, Retired Julge, Bombay High Court, Laburnam, Lady Jamshedji Road, Cross Road No. 1. Bombay-400006 in terms of Memorandum of Settlement dated 7th June, 85 under Section 12(3) of the Industrial Disputes Act reached between the parties before the Regional Labour Commissioner (Central) Bombay read with Bombay High Court's Order dated 7-10-85 in Appeal No. 865 of 1985 in the Writ Petition No. 1622 of 1985 hereto annexed and marked exhibit 'A' and 'B' respectively.

- (a) Whether effecting complete replacement of computer system in three stages any financial benefit will accrue to the Corporation.
- (b) Whether the claim of the Workmen to Share the financial benefits, that may accrue to the Cornoration is justified and, if so, the category of workmen who would be entitled to share such benefits. If the answer to the above be in affirmative, the mode and method of determining the extent to which each workman would be entitled to a share of such benefits; and
- (c) the date from which such benefits should accrue for payment.
- (d) Whether the Settlement dated 7th June, 85 is just proper and fair and if not, what relief monetary or otherwise if any should be granted to the employees.

Details of the Parties to the dispute :-

M/s. Hindustan Petroluem Corporation Ltd., 17, Jamshedii Tata Road, Bombay-400020.

and

Hindustan Petroleum Karmachari Union, 22|169, Anand Nagar, Santacruz (East), Bombay-400-055.

Total number of workmen employed in the undertaking: Western Region—3158

Estimated number of workmen affected or likely to be affected by the dispute

Not assessable at present

The arbitrator shall make this award within the period of 6 months from the date of publication of this agreement in the official gazette by the appropriate Govt. or within such further time as is extended by mutual agreement between the parties in writing.

Dated: 11th November, 85.

#### SIGNATURE OF THE PARTIES

#### I. Representing Employer

Hindustan Petroleum Corporation Ltd.,

(1) M.S. Sukhatankar Sd/

2. P. C. Rai

Sd/-

## II. Representing Workmen

Hindustan Petroleum Corporation Ltd.

K. D. Kulkarni

Sd/-

2. B. V. Mainkar

Sd/-

3. R. P. Parmar

Sd/-

4. C. S. Dalvi

Sd/-

Witnesses :-

1. V. S. Rane

Sd/-

2. V. J. Gogate

Sd/-

#### MEMORANDUM OF SETTLEMENT

EXHIBIT 'A'

Memorandum of Settlement under Sec. 12(3) of the Industrial Disputes Act, 1947 before the Regional Labour Commissioner (Central)-Bombay in the Industrial dispute over replacement of computer and other related matters in the Hindustan Petroleum Corporation Ltd., at Bombay on the demands raised by their workmen of Western Region through Hindustan Petroleum Karmachari Union, Bombay.

\_0\_0\_0\_0\_0-0-0-0-0-0-

## PARTIES PRESENT

Representing Employer

1. Shri M. S. Sukhtankar,

Dy. General Manager (IR&GS)

2. Shri P. C. Rai,

Sr. Industrial Relation Manager

Representation Workmen

- 1. Shri K. D. Kulkarni, President
- 2. Shri B. V. Mainkar, Genl. Secretary
- 3. Shri S. T. Devare, Vice President
- 4. Shri R. P. Parmar, Committee Member
- 5. Shri V. M. Mahale, Jt. Secretary

#### (Short Recital)

The Dy. General Manager, Industrial Relations and General Services, Hindustan Petroleum Corporation Ltd., Bombav issued a notice dated, 17-9-84 regarding replacement of existing computers in three stages. This matter was puted by the workmen through Petroleum Employees Union (INTUC) as well as Hindustan Petroleum Karmachari Union and the General Secretary, Petroleum Employees Union raised formal industrial dispute under their letter dated 27-9-84 In the meantime the employer through the Dv. (IR & GS) informed General Manager vide letter 8-11-'84 that the Hindustan Petroleum dated. Karmachari Union have also been functioning with sizeable following amongst workmen in the Western Region and that the Management had no objection of making them a party to the said Industrial Dispute. Also the General Secretary, Hindustan Petroleum Karmachari Union, Bombay raised a formal industrial dispute on this account under their letter dated, 22-11-84. Both the unions protested against the said proposed changes demanding that the notice dated, 17-9-'84 should not be implemented unless the matters were resolved to their satisfaction. Both the industrial disputes were seized for intervention separately. The matters being of common interest on the same issue and the workmen and Hindustan Petroleum Karmachari Union claiming majority of membership in the Western Region, the issues were seized for joint discussions which were later converted to conciliation proceedings on 4-1-'85. The issues were discussed at length on various dates.

The issues raised by the Union in connection with the notice dated, 17-9-'84 issued by the Dy. General Manager, IR&GS for the matters involved in the three stages as well as the issues emanating out of discussions during the course of conciliation proceedings also were discussed to resolve them about the followings:

- 1. Replacement of IBM 1401 Computer(s) at Petroleum House and BDP-100 at Bombay Refinery and using the new machines to their optimum utility.
- 2. Replacement of Key Punch Operations with new Data Entry machinery; and
- 3. De-centralising Data Entry, installation of Micro Processors on de-centralised basis and tying up in a communication network within HPCL.

As a result of protracted discussions and persuasion of the RLCCC Bombay, the parties agreed to resolve the issues by signing Memorandum of Settlement on the terms set out below:—

#### TERMS OF SETTLEMENT

1. It is agreed that all the permanent workmen in
Western Region of the Corporation as on 1-9-84
and who continue to be on the pay-roll of the Corporation as on the date of signing of this Settlement
shall be paid per month a provisional compensation
effecting from 1st Sept., '84 as given below;

SI. Employees' Salary range No.	Rate of Provisional compensation					
	A class	Other than A-class cities				
1. Basic salary upto Rs. 800/-	Rs. 85/-	Rs. 50/-				
2. Basic salary From Rs. 801- Rs. 1250/-	Rs. 110/-	R 1. 85/-				
3. Basic salary From Rs. 1251 & above	Rs. 140/-	Rs. 110/-				

- 2. It is agreed that the workmen who joined permanent employment with the corporation after 1st Sept., '84 and before the date of signing of this settlement snall be paid the above provisional compensation from the date they were employed on permanent rolls with the Corporation.
- 3. It is agreed that the workmen who joined permanent the new Data Entry machines, the norms for key punch depression per house would be discussed by the employer with the union to set out the norms of all the Kev Punch Operators in the Data Processing Section (DPC) and when an agreement is reached on the issue of norms, all the key punch operators in the Data Processing Section (DPC) who were on the present rolls on the date of settlement, will be classified in the category H-10 with effect from the date the new Data Entry Machines were installed. In addition, they will receive two additional increments (at the applicable rate) in the category of H-10 and settlement of the maximum of scale of pay will not be a bar for above purpose and the same will be treated as his personal pay.

- 4. It is agreed that the matter regarding the sharing of possible benefits, if any, as a result of replacement of computer system, as mentioned above, would be jointly referred to a mutually agreed Arbitrator who is technically competent to decide the same under Section 10-A of the Industrial Disputes Act, '47 on the terms as given below :-
  - (a) Whether by effecting complete replacement of computer system in three stages any finanneial benefits will accrue to the Corporation.
  - (b) Whether the claim of the workmen to share the financial benefits that may accrue to the corporation is justified and, if so, the category of workmen who would be entitled to share such benefits. If the answer to the above be in affirmative, the mode and method of determining the extent to which each workmen would be entitled to a share of such benefits; and
  - (c) the date from which such benefits should accrue for payment.
- 5. It is agreed that the cost of above arbitration will be borne by the Employer. The parties agree that the decision of the Arbitiator shall be final and binding on both the employer and the workmen. The Arbitrater shall be submit his report within six months from the date of reference which can be extended for a maximum period of three months.
- 6. It is agreed that on account of replacement of the said computer system in the three stages mentioned above there shall be:
  - (a) no retrenchment of any workmen and workmen rendered surplus would be absorbed;
  - (b) there would no loss of earnings of wages of the existing workmen; and
  - (c) there would be no adverse effect on the conditions of work of the workmen.
- 7. It is agreed that in view of the above the employer shall be free to effect the changes of all the three stages as notified in the notice dated, 17-9-84 referred to above and also the three situations mentioned at item No. 1, 2 and 3 on page 2 of the Short Recital of the Settlement and for which workmen shall render co-operation to the employer in completing the replacement of computer system and its functioning.

Representing Employer

Representing Workmen

- 1. Shri M.S. Sukhtankar Sd/-
- 1. Shri K.D. Kulkarni Sd/-
- 2. Shri P.C. Rai Sd/-
- 2. Shri B.C. Mainkar Sd/-
- 3. Shri S.T. Davare Sd/-
- 4. Shri R.P. Parmar Sd/-
- 5. Shri V.M. Mahale Sd/-

Witnesses :-

1. M. N. Acharya

Sd/-

2. R. M. Teli

\$4/-

Before me Sd/-7-6-85

V. SINHA, Regional Labour Commissioner (Central) Bombay

CONSENT OF SHRI D. M. REGE RE1D. JUDGE Dear Sir,

Re: Arbitration under Sec. 10-A of the Industrial Disputes Act, 1947.

Hindustan Petroleum Corporation

## AND

Hindustan Petroleum Karmachari Union With reference to your letter dated 17-10-1985, I have no objection to act as an Arbitrator in the above arbitration.

D. N. REGE. [F. No. L-30025/3/85-D.III(B)] SHASHI BHUSHAN, Under Secy.

नई दिल्ली, 12 फरवरी, 1986

का. आ. 681 --- श्रीचोगिक विवाद श्रिधिनियम, 1947 (1947 का 14) भी धारा 17 के प्रनुगरण में, केन्द्रीय सरकार ब्यास डेस प्राजवट, नेलाकारा (पजाब) के प्रबधतंत्र से सम्बद्ध नियोजको भीर उनके कर्मकारों के बीच अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार भौधो-गिक अधिकरण, चण्डीगक् के पचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-1-86 का प्राप्त हुन्ना था।

New Delhi, the 12th February, 1986

S.O. 681.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the ward of the Central Government Industrial Tribunal, Chandigarh, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Beas Dam Project, Talwara (Pb) and their workmen, which was received by the Central Government on the 28th January, 1986.

BEFORE SHRI I. P. VASISHTH, FRESIDING OFFICER, CENTRAL GOVERNMENT, INDUSTRIAL TRIBUNAL, **CHANDIGARH** 

> Case No. I.D. 82 of 1981 (N. Dclhi); 40 of 1983 (Chandigarh)

PARTIES:

Employers in relation to the management of Beas Dam Project Talwara.

## AND

### Their Workmen

APPEARANCES:

For the Employers-Shri B. S. Puri. For the Workmen-Shri O. P. Kalia

INDUSTRY; Beas Dam Project Talwara STATE; Punjab. AWARD

Dated the 20th of January, 1986

- 1. The Central Govt., Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the Industrial Disputes Act, 1947, hereinafter referred to as the Act per their Order No. L-42011(36)|80-D.II.B. dated the 8th of July, 1981 read with S.O. No. S-11025 (2)/83 dated the 8th of June, 1983 referred the following Industrial dispute to this Tribunal for adjudication:
  - (1) Whether the action of the management of Beas Dam, Talwara, in not paying Terminal Benefit/Cash Award to the Workcharged employees as to the regular and other deputationists is justified? If not, to what relief such workcharged employees are entitled?
  - (2) Whether the acton of the management of Beas Dam Project in retrenching Shri Mehab Sngh, Foreman Special Grade II (Wagon Repair Trade) with effect from 14-2-80 is justified? If not, to what relief the said workman is entitled?
- 2. As would be evident from the schedule of the Reference it contains two disputes; one pertaining to an indidual workman Mehtab Singh and other regarding the payment of terminal benefit Cash award to the work harge employees on the pattern of regulars and deputationists.
- 3. According to the petitioners, Mehtab Singh was a Chargeman Special Grade II in the Fltting Mill Wright and

Wagon Repair and was engaged at Talwara workshop Division, he used to work on wagon kepair as an when depured by his semiors and was posted in Pipe and Pumping Sub Division at the time of his remember on 10-12-80 even though there was no job of Wagon-repair. It was alteged that, he was a victim of rengious prejudice and quarrel amongst the two sets of Sikhs working on the Project as one or them was ousled by the Ninangs but anowed by nim to install the Guru Granth Sanib at his nouse and hoist the Nishan Sahio in his Court yard. The opposite party med certain complaints with his Senior Officers with the result that the then S.E. Shri Avtar Singh pressurised him to remove the Nishan Sahb and Guru Granth Sahib from his Quarter. It, naturally created some buterness and that was how that the petitioner was disengaged, even though the job of his trade was permanently required at the Project and so much so that One Parkash Singh was deputed to do it and an other Charan Singh Foreman Special Fitting Mill Wright and Wagon Repair was allowed to continue

- 4. Regarding the other dispute, the petitioners pleaded that Terminal benefit was allowed to all the employees working on the Project as a sort of Cash Award for appreciation of their sorvices on pre-schedule completion of the "Work" and that it had actually been granted to the regular employees, besides the deputationists, of all the ranks, including the General Manager, but for no rhyme or reason they (Work-charge-staff) were denied the facility even though they had worked day and night at the site.
- 5. Resisting the proceedings on ail counts the Management questioned the properiety of the Reference for want of any existing industrial dispute. It was pleaded that the petitioners could not be accepted as "Workmen" because they were drawing monthly wages of more than Rs. 500 and involved in supervisory duties. Elaborating its cause the management denied their entitlement for any terminal benefit in view of a Settlement arrived at between the parties on 28-6-1977 within the frame work of Section 12 of the Act which contained a specific clause for the payment the retrenchment compensation in lieu of the terminal benefit at the time of their disengagement. The Management explained that the terminal benefit was allowed only to the regular staff and deputationists to equate their service conditions and also to provide them an incentive in view of the difficult working conditions and absence of proper facilities in the Project area as compared to those available in their parent cadies. All the same, the concession thus allowed to the petitioners was more favourable than the terminal benefit as it covered even those who were beyond the pale of "Workman" as defined under the Act.

On the issue of Mehtab Singh the management denied having retreuched any such workman carrying the designation of Foreman Special Grade II employed in the Trade of Wagon Repair and contended that the particulars of the concerned workman, as projected in the Claim Statement, did not tally with the person mentioned in the schedule of reference; so much so that there was discrepency even in the date of retrenchment and the reference being vague on this point was beyond the purview of adjudication.

- 7 The parties were put to trial on the following issues framed over and above the terms of Reference:—
  - 1. Whether the reference is legally infirm or incompetent as alleged ? O.P.R.
  - Whether the petitioner-workmen are estopped by their act and conduct? O.P.R.
- 8. In support of their respective versions the narties adduced verbal as well as documentary evidence which I have carefully persued and heard them at length, My issue wise discussion and findings are as follows:—
- 9. Issues No. 1&2.—According to the management there was no rending industrial dispute between the parties which could be the subject matter of adjudication; that otherwise also the retitioner were not entitled to seek any relief under the Act because they were engaged in supervisory job carrying more than Rs. 500 per month as salary and that the Settlement dated 28-6-1977 was still operative without re-

pudiating which, in accordance to the procedure laid down by the Statute, they could not re-open the matter.

- 10. The objections are completely devoid of force. say that no dispute exists between the parties would be quite a ludicrous and wishful attempt to run away from the realities of life. After all there is a bonafide controversy between the parties on the point of Terminal ouncil. Petitioners may or may not be eligible to have but, then, it can not possibly be denied that it must have raised a lost of dust and heart burning when their counterparts working either in the regular cadic or on deputation were allowed the concession as a sort of incentive for an improved performance or strenuous working conditions. Moreover they were a party to the Settlement dated 28-6-1977 which envisaged the proposition and now the debate revolves around the interpretation of a particular clause providing for this facility because according to the Management the petitioners were to be paid retrenchment compensation in lieu of terminal benefit, whereas they would have us believe that there was an interpolation and unauthorised insertion of the desabling proviso in the relevant clause; obviously made after the parties had signed the Settlement.
- 11. In my considered opinion under the given circumstances, regardless of the merit of the controversy, it can not be denied that the parties were at loggerhead; on a point concerning the terms of employment and conditions of labour as defined by section 2(k) of the Act.
- 12. Similarly there is no merit in the contention that for want of "locus-standi" as workmen the petitioners were not entitled to seek any relief under the Act. As a matter of fact the very effort to knock them out on the mere technicality of law is misconceived because it is based on the assumption that they were doing some supervisory job having control on the work and conduct of their juniors so as to go beyond the ambit of 'workman' as defined by Section 2(s) of the Act; and it hardly requires any emphasis that the plea is not supported by any evidence on record. It is besides the point that in the matter of Jaswant Singh Vs. U.O.I. AIR 1980 S.C. 116 the same very petitioners were held to be "industrial employees" by their Lordships; and perhaps it was in recognition of this proposition that the Management had entered into a Settlement with them under the shadow of Section 12 of the Act on 28-6-77, on the controversial issue of terminal benefits.
- 13. During the course of hearing yet another preliminary objection was alsed by the management on the ground that their Project is not an 'industry' within the frame work of section 2(j) of the Act as decided by the Punjab and Haryana High Court in the matter of Om Parkash Vs. the management of S.Y.L. Division No. 7; 1984 Lab. I.C. 1165.
- 14. I am not impressed with the submission because the petitioners were not a party to the said case whereas in the matter of Jaswant Singh Vs. U.O.I. AIR 1980 S.C. 116 both the sides before this Tribunal were also involved and per their observations in paragraphs Nos. 43-44 their Lordships were pleased to sustain their status as "Industrial emplovees" in no uncertain terms, Otherwise also as already mentioned, by necessary implication, even the management itself had conceded the proposition by entering into a settlement with them under the scheme of Section 12 of the Industrial Disputes Act 1947.
- 15. In the same sequence it may also be worthwhile to note that the proposition of any activity being on "industry" or otherwise is a mixed question of fact and law. To put it in other words; any party who questions the validity of the Reference on this score is obliged to raise a specific plea that its activities are beyond the pale of Industrial Disnutes Act; Whereas in the case in hand even though the management questioned the validity of the Reference on a number of grounds yet they no-where set up the requisite plea; meaning thereby that the petitioners were deprived of an opportunity to refute the contention by leading their own evidence. I, therefore, over rule the preliminary objections and answer the issues against the Management.

- 16. Terms of Reference.-First of all I would like to deal with the dispute pertaining to the individual workman Mehtau Singh alleged to have been retrenched on 14-2-1980 from the post of Poreman Special Grade II Wagon Repair Trace. As mentioned herein-before according to the management no such person was disengaged by them and that the was espousing the cause of some other Mehtab Singh belong-ing to an entirely different trade. Since the Union aid not produce the concerned workman as a witness therefore, on the management's request he was called as a Court witness and examined on 5-4-1984. From his own deposition it appears that there is some misunderstanding about the person involved because the Union had espoused the cause of one Mehtab Singh who was working in the trade of Fitting Mill Wright Wagon Repair as Chargemen as should be evident from their claim statement and the supporting affidavit Ex. WWI. But sinificantly enough this Mehtab Singh would have us believe that he was working as Foreman in the Wagon Repair and that he wanted his re-instatement in that particular trade and position. There is no explanation before the Tribunal to reconcile the variation in the different trades Moreover, he wanted his reinstatement as Foreman whereas the Union was clamouring for his re-instatement as Chargeman. On the other hand from the deposition of MW1 Inderjee Sharma S.D.O. Personnal Department it is abundantly clear that they did not have any wagon Repair Trade at the Project and that no Foreman Special Grade II was disengaged from there at any time. Obviously the Tribunal can not go beyond the terms of reference and in the given situation when there is an inexplicable conflict in the versions propagated by the Union and the allegedly concerned workman, it is very difficult to over rule the Management's contention that the former were not entitled to any relief because of the ambiguity in their case.
- 17. It is besides the point that according to the Union one Parkash Singh Chargeman Special Grade II was engaged in the place of the Mehtab Singh on his retrenchment. But Mehtab Singh in his cross-examination refuted such proposition. So much so that he also disowned the Union's allegation that one of his junior Chanan Singh was still retained in service.
- 18. As regard the insinuation of Management's bias against Mehtab Singh on the ground of his role in some dispute between the two sets of Sikhs, the cat was out of bag when under the weight of oath Mehtab Singh conceded in his cross-examination that his immediate boss during the relevant periods was one Shri Anand Prakash ratheir than the particular Engineer named in the Claim Statement. He further admitted that Sari Anand Prakash had reported against his activities being his immediate officer-Incharge and that he had no grouse against him.
- 19. Thus both on the point of identity of the concerned workman and propericty of the cause no fault can be found with the management's action with regard to Mehtab Singh. This part of the issue is accordingly decided against the petitioners.
- 20. The main dispute however, revolves around the petitioners' entitlement to the terminal benefit.
- 21. Agenda notes and minutes of the 17th meeting of the Peas Construction Board Ex. M7 and M8 give a peop into the back ground of certain incentives proposed for different sets of employees working at the Project. A careful scrutiny of these documents would lend credence to the management's contention that as a matter of fact it was facing peculiar problem because of certain disparities in the service conditions of the various sets of the employees drawn from the partner states. To be precise, in addition to the Work charge and ad hoc employees directly recruited by the Management for the timely completion of the project, it had also borrowed a large number of employees from the partner states of Punjab, Haryana and Rajasthan; obviously they carried their parent pay scales. But surprisingly enough neither any deputation allowance was being paid to them nor had any body bothered to seek their consent for the arrange-Therefore to keep them amus I in the aften service conditions, the Parent Employers envisaged some sort of incentives on their own, but being dis-similar in effect and

- nature, such incentives caused a lot of disgruntlement and unhealthy service rivalries amongst the employees.
- 22. The next part of the problem was that some of the employees did not qualify for the benefits usually accorded to the "workmen" as defined by the Industrial Disputes Act 1947 either because of the excessive monthly empluments or the nature of job or the both. On completion of the Project they were also to be repatriated to their parent States.
- 23. It thus created quite a situation for the management as to how to compensate them for the ordious work taken from them in none too pleasent environments on the project; and that was how that certain incentives (vide Ex. M9) were proposed to be granted to them. Those who qualified as the "workmen" were to be paid the terminal benefits as available under the Industrial Law whereas all others were to be given Cash incentive in lieu of terminal benefits.
- 24. It was against the aforesaid backdrop that the B.C.B. granted the sanction Ex. M5 directing its concerned officers to go in for formal settlements with the various Unions and Associations of the employees operating on the Project. To put it in plain words Sanction Ex. M5 was the king-pin of the entire scheme and it defined a comprehensive filed for the officers entering in to any Agreement with the employees on its behalf. Thus the settlement Ex. M15 was entered in with the Power Wing Employees and Ex. M17 with the Employees representing the B.S.L. Project Unit No. 1, Both these Agreements restricted the grant of cash incentive in lieu of terminal benefits only to those who were not covered by the Industrial Law; whereas for the obvious reason the Employees covered by the definition of "Workmen" were to be paid under the Industrial Legislation.
- 25. The gist of the matter is that an employee could draw the benefit either under the Industrial Law or Cash incentive in lieu of terminal benefits, but not the both. Significantly enough the disputed settlement Ex. M4 was also entered into with the petitioners' Union on the same very day and under the same Sanction Order Ex. M5: And it goes without saying that the hand written insertion "In lieu of terminal benefits" fits in with the scheme of the Sanction Order Ex. M-5 as well as Settlements Ex. M-15 and M-17 thus indicating that it could be a case of clerical commission which was rectified at the time when the parties signed the Settlement. The proposition becomes irresistable when we take note of the petitioners' own admission coming though their 1e-presentative Shri O. P. Kalia WW1 that such type of insertion was found even in the copy of the Settlement supplied to them. In my considered opinion had it been an unauthorised interpolation, the petitioners would have raised their voice right at that very stage rather than swallowing it as superfluous.
- 26. To crown it all, the settlement Ex. M4 had been in dispute between the parties even before the summit Court in the above noted matter of Jaswant Singh. At the risk of repetition it may be pointed out that the employees, including the petitioners, had assailed the validity of the Settlement on a number of grounds. But for the reasons better known to them they never alleged any unauthorised interpolation or insertion in any of these clauses despite the fact that they were fully aware of the alleged mischief.
- 27. On behalf of the petitioners, much stress was laid on the admission of the management's witness Shri Piara Singh MW2 that the Regional Labour Commissioner was not present at the time and place when the Settlement was signed by the parties, and that was how that there was delection of the words' "signed in my presence." In my considered opinion, in the totality of the situation the form of the Agreement must give way to its substance and spirit. Once the parties entered into an agreement, executed and signed it and presented it before the Regional Labour Commissioner for his endorsement on admitting its authenticity they were bound by his attestation; though otherwise foo, the argument is fallacious in view of the Supreme Court dictum in the above quoted case of Jaswant Singh that it was a valid Settlement which was binding not only on the parties but also on all concerned with the construction, completion and working of the Project.

- 28. I therefore, over rule the proposition that the Settlement Ex. M4 suffered from any unauthorised insertion or interpolation etc. As a necessary consequence I further hold that being a valid Agreement it binds the petitioners as well. And it goes without saying that, taken as a whole, it rules out the grant of any Cash Incentive terminal benefit to the petitioners. Accordingly I sustain the managements action.
- 29. In result, the petitioners fail on both the counts and as such, the Award is returned against them.

Chandigarh.

Dated: 20-1-1985.

[No. L-42011(36)[80-D. II(B)]
I. P. VASISHTH, Presiding Officet
HARI SINGH Desk Officer

नई दिल्ली, 12 फरवरी, 1986

का. थ्रा. 682:— श्रीद्योगिक विवाद श्रीवित्यम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स वस्टर्न कोल-फील्ड लि. के प्रबंधतंत्र से सम्बद्ध नियोजकों और उनके कमकारों के बीच श्रनुबंध में निविष्ट श्रीद्योगिक विवाद में केन्द्रीय सरकार श्रीद्योगिक श्रीधकरण, सा. बम्बर्ड के पचाट को प्रकाणित करती है, जो केन्द्रीय सरकार को 4 फरवरी, 1986 को प्राप्त हुआ था।

New Delhi, the 12th February, 1986

S.O. 682.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, No. 2, Bombay, as shown in the Annexure, in the Industrial dispute between the employers in relation to the management of Western Coalfields Limited and their workmen, which was received by the Central Government on the 4th February, 1986.

### **ANNEXURE**

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, BOMBAY

Reference No. CGIT-2|72 of 1985

**PARTIES** 

Employers in relation to the Management of Dutgapur Rayatwari Colliery of M/s. W.C. Ltd.,

## AND

Their Workmen

APPEARANCES:

For the Employers,—Shri Rajendra Menon, Advocate. For the Workmen.—No appearance.

INDUSTRY: Coal Mines.

STATE: Maharashtra.

Bombay, dated the 28th January, 1986

#### AWARD

By their order No. L-22012(30)|85-D.(V) dated 26-11-1985 the following dispute has been referred for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947:—

- "Whether the management of M|s. Western Coalfields Limited in Sub-Area No. 6, Durgapur Rayatwari Coiliery, PO & Distt. Chandrapur is justified in denying the payment of wages to the workman Shri Kenno Ramdhar, Loader for the period from 2-8-1984 to 19-11-1984? If not, what relief the workman is entitled to?"
- 2. The dispute as it stands has arisen because of non-payment of wages for the period from 2-8-1984 to 19-11-1984 and the case of the management is that no payment has occurred because of the absence of the workman during the relevant period without leave.

- 3. The Union who has espoused the cause of the workman failed to file Written Statement and allowed the matter to proceed ex-parte.
- 4. The issues involved in the proceedings are as follows and my findings thereon are :-

	ISSUES	FINDINGS
1,	Whether the management prove that the workman remained absent and did not attend the work during the relevant period?	Yes
2.	If yes, whether he is entitled to wages for the said period from 8-2-1984 to 19-J1-1984?	No
3.	What award?	As per order

#### REASONS

The only question is whether the workman concerned was present at the relevant time or absent and if he was found to be absent whether he had obtained leave or sought permission to remain absent or applied for leave etc. this regard there is the evidence of Senior Personnel Officer Shri V. R. Chavan who says that because the workman arrived fate on 1-8-1984, almost one hour and fifteen minutes, he attempted to submit leave application to cover up late attendance, in which attempt he failed because leave was not granted. The Senior Personnel Officer further says that from the said time onwards the workman never attended the duty. On 2-8-1984 he did come but as he was asked to collect the warning notice for non-attendance on the previous day, he left the place of work without complying the directive and he continued to remain absent till 19-11-1984 on which date conciliation settlement was arrived at and as such he was allowed to join duty on 20-11-1984 and in this manner the chapter of absentism ended. Now as already stated the workman did not attend his duty, did not ask for any leave, and when his attempt to apply for leave had failed as to his knowledge the same was rejected and therefore it was incumbent on him to continue to work in which he failed. In these circumstances if on the ground of no work, no pay, wage, were not paid, the action of the management can never be said to be wrong or unjustified. result is that the first issue has to be answered in the affirmative while the second one in the negative.

Award accordingly.

[No. L-22012(30)|85-D. V] M. A. DESHPANDE, Presiding Officer

नई दिल्ली, 13 फरवरी, 1986

की. प्रा. 683 '--श्रीबोगिक विवाद प्रिविनियम, 1947 (1947 को 14) की घारा 17 के प्रनुसरण में, केन्द्रीय सरकार व सत्प्राम क्षेत्र मैंसर्स ई. सी. एल., डाक देवचन्द नगर, जिला वर्षवान के प्रवधतंत्र से सम्बद्ध नियोजकों और उनके कर्मकारों के बीच धनुबंध में निर्दिष्ट शौद्योगिक विवाद में केन्द्रीय सरकार श्रीद्योगिक श्रीधकरण, कलकक्ता के पंचाद को प्रकाणिन करती है, जो केन्द्रीय सरकार की 31-1-86 को प्राप्त हुआ था।

## New Delhi, the 13th February, 1986

S.O. 683.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Calcutta, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Satgram Area of M|s. Eastern Coalfields Ltd. and their workness, which was received by the Central Government on the 31st January, 1986.

## CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

Reference No. 59 of 1982

#### PARTIES:

Employers in relation to the management of Satgram
Area of Messrs Eastern Coalfields Limited, P.O.
Devchandnagar, District Burdwan,

#### AND

Their Workmen.

PRESENT:

Shri Justice N. G. Chowdhury . Presiding Officer APPFARANCES .

On behalf of Employers .- Shri P. L. Ojha Senior Personnel Officer.

On behalf of Workmen.-Absent,

STATE: West Bengal.

INDUSTRY: Coal.

#### AWARD

By Order No. L-19012(9)/81-D. IV(B) dated 27th April 1982, the Government of India, in the Ministry of Labour referred the following dispute to Central Government Industrial Tribunal (No. 3), Dhanbad for adjudication,

Whether the management of Sutgram Area Eastern Coalfields Limited, Post Office Devchandnagar (Burdwan) was justified in placing Sri Salik Kurmi as Timber Mozdoor in Cat. II at Kuardh Colliery vide Order dated 27/29-9-75 on his transfer from Ningha Colliery where he was working as Loader Piece roted—Group V. A, without giving promotion of his pay? If not, to what relief the workman concerned is entitled?".

By an Order No. L-19012(54)|80-D. IV(B) dated 6th November 1982 the Govt. of India, in the Ministry of Labour has transferred this case to this Tribunal for adjudication.

- 2. The case has been heard ex-parte. The union not appeared. Mr. P. L. Ojha, appearing for the management contended that it has now become a case of 'no dispute' and that even on merit the union has no case in view of the fact that several adjournments were sought by the union in the case on a number of occasions. Moreover, the Govt. of India in the Ministry of Labour had earlier referred another dispute vide Order No. L-19012(a) 81-D. IV(B) dated 24th September 1981 to the Central Government Industrial Tribunal (No. 3). Dhanbad on the same cause of action.
- 3. The Union did not appear on 15-6-1983, 29-2-1984, 27-11-1984 and 11-12-1984 and even today none appeared on behalf of the union inspite of notice being received by it. Even the concerned workman did not appear today. Hence a reasonable inference can safely be drawn that neither the union nor the concerned workman Salik Kurmi is interested in the dispute. In the above circumstance, I hold that no industrial dispute now exists.
- 4. In the result I hold that no industrial dispute now exists and accordingly a 'no dispute' award is passed.

This is my award.

Dated, Calcutta,

The 17th January, 1986.

N. G. CHOWDHURY, Presiding Officer [No. L-19012(9)181-D IV(B)]

कां. क्रा. 684: - - औद्योगिक निवाद ग्रीधनियम, 1947 ( 1947 का 14) की धारा 17 के ब्रनुसरण में, केम्द्रीय भरकार बेस्टर्न कोल फील्ड जिमिटेड के प्रबंधतंत्र से सम्बद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिश्ट ओचोगिक विश्वाद में केन्द्रीय सरकार औद्योगिक

अधिकरण, 2, बम्बई-2 के पंचाट को प्रकाशिल करती है, जो कन्द्रीय सरकार को 4-2-66 को प्राप्त हुआ था।

> S.O. 684.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, No. 2, Bonday, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Western Coalfields Limited and their workmen, which was received by the Central Government on the 4th February, 1986.

> BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, BOMBAY

> > Reference No. CGIT-2|688 of 1985

PARTIES:

Employers in relation to the Management of Western Coalfiel is I imited.

AND Their Workmen.

APPEARANCES

For the Employers.—Shri Rajendra Menon Advocate, For the Workmen—No appearance.

STATE : Maharashtra. INDUSTRY Coal Mines.

#### AWARD

By their Order No. 1-22012(59)|84-D. V. dated 16-10-1985 the following dispute has been referred for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947

"Whether the management of MIs, Western Coalfields Limited, Wardha Valley Area, Nakoda Apencast Colliery in Sub-Area No. II, P.O. Gugus, Dist. Chandrapur (MS) is justified in terminating the services of the workman Shri C. R. Gannuwar, General Mazdoor with effect from 22-1-1984? If not to what relief the said workman is entitled?".

- 2. The dispute has arisen because of termination of service of one Shri C. R. Gannuwar, General Mazdoor with effect from 22-1-1984. The Union who has espoused the cause of the workman however never filed the statement of claim despite service of notice and allowed the matter to proceed ex-parte.
- 3. Against this there is the written statement filed by the management who pleads that because the workman remained absent without leave and was irregular in attendance they have terminated the services of the workman. It is stated that by order dated 12-1-1983 the workman was transferred and relieved from the earlier post but from the same time onwards ill 1-1-1984 he never reported for duty and therefore by letter of even date he was called upon to show cause why he should not be treated as deserter on account of his continuous absence but such notice also fell on deaf ears and there was no reply from the workman as a result of which his services were terminated by order dated 22-1-1984.
- 4. Now because the termination was on account of absentism by order dated 2-1-1986 the management was asked to establish the misconduct before the Tribunal and accordingly they have examined the Senior Personnel Officer, who states that during his service from the year 1980 the workman was never regular in attendance, in the past he was required to be issued warnings on several occasions and also notice to show care but this did not bring about change in the attitude and when on 12-1-1983 the workman was relieved on transfer to join new post, he from the said time onwards continued to remain absent and even on receipt of notice dated 1-1-1984 he did not report for duty, misconduct therefore is established. In this case the management has proved before the Tribunal that the workman was never regular in attenuance, that action taken against him never brought about the desired change and even during the year 1983 throughout almost the whole year he was absent and never cared about the job. In these circumstances if the management had decided to terminate his service the

action can never be said to be harsh and disproportionate. The action therefore of termination is found to be justified and the workman is not entitled to any relief.

Award accordingly.

M. A. DESHPANDE, Presiding Officer
[F. No. 30025|3|85 D II(B)1
R. K. GUPTA, Desk Officer

## .नई दिल्ली, 5 फरवरी, 1986

का. आ. 685: मौसर्स मृद्रांटकम कोओपरेटिव स्गर गिल्स पावालाम चैगल्पट्ट, जिला समिलनाडू (टी.एन./3466) (जिसे इसमें इसके परचात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीण उपबंध ग्रधिनिरम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात उक्त ग्रधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन सुट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदें उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम. 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हों अनुक्षेय हैं;

अतः किन्द्रीय सरकार, उथल अधिनियम की धारा 17 की उप-धारा (2क) द्वारा प्रवत्त किन्तियों का प्रयोग करते हुए और इसमें उपाबद्ध अगूमूची में विगिदिष्ट शतों के अधीन रहते हुए, स्थापन को तीन वर्ष की अविध के लिए उत्तर स्कीम के सभी उपबन्धों के प्रवर्तन से छूट दोती हो ।

## अनुसूची

- ग्री. उक्त स्थापन के सम्बन्ध मों नियोचक प्रादेशिक भविष्य निधि आयुक्त, तिमलनाड को एेमी विवरणियां भेजेगा और एेसे लेखा रखेगा तथा निरीक्षण के लिए एेसी स्विधाएं प्रदान करेणा जो केन्द्रीय सरकार, समय-समग पर निर्दिष्ट करे।
- 2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मान की समाप्ति की 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार. उक्त अधिनियम की धारा 17 की उप-धारा (3-क) के रूपड (क) के अधीन समय-समय पर निर्दिष्ट करे।
- 3. सामृहिक बीमा स्कीम के प्रशासन में, जिसके अलार्गन लेकाओं का रावा जाता, विवरणियों का प्रस्तुत किया जाता, दीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभारें संदाय आदि भी है, होने वाले सभी व्ययों का बहुन नियोजक द्वारा किया जाएगा।
- 4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित साम्हिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनसे संबोधन किया जाए, तब उस संबोधन की प्रति तथा कर्मचारियों की बहु-संख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के मुखनापट्ट पर प्रदिधित करेगा।

- 5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भिकष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भिवष्य निधि का पहले ही सदस्य हैं, उसके स्थापन में नियोजित किया जाता है तो, नियोजिक, सामृहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उमकी शावन अवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सन्दन्त करेगा।
- 6. यदि उक्त स्कीम के अधीन कर्मचारियों को उप-लब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में सम्चित रूप से बिद्ध की जाने की ब्यवस्था करेगा जिससे कि टर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुक्रेय हैं।
- 7. सामृहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्य पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उम दशा में सन्देय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विभिन्न वारिस/नाम-मिदें शिती को प्रतिकर के रूप में दोनों रक्तमों के अन्तर के बरावर रकम का संदाय करेगा।
- 8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधा, प्रादेशिक भविष्य निधि आयुक्त तमिलनाडू के पूर्व अनुमान के बिना नहीं किया जाएगा और जहां किसी मंशोधन से कर्मचारियों के हित पर प्रतिकृत प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का ग्विक्युक्त अगसर देगा।
- 9. यदि किसी कारणविष्य, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस साम्हिक बीमा स्कीम के, जिमे स्थापन पहुन्ये अपना चुका है, अधीन गहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले कायदे किसी रीति से काम हो जाते हैं, तो यह छुट रहद की जा सकती है।
- 10. यदि किसी कारणवंश नियांजक नियंत सारील के भीतर जो भारतीय जीवन बीमा निगम नियंत कारे प्रीमियम का संदाय करने में अरुफल रहता है, और गांशियी को व्यवगत हो। जाने वियो जाता है तो, छाट रद्द की जा सकती है।
- 11. नियोजक द्वारा प्रीमियम के गंदाय में किए गए किसी ह्यतिकाम की दशा में, उन मृत सदस्यों के नामनिदें शितियों या विधिक वारियों को जो यदि यह छूट न दी गई होती तो उडल स्कीम के अन्तर्गत होते, शीमा फायदों के मंदाय का उत्तरदादिल नियोजक पर होगा।
- 12. उक्त स्थापन के संबंध में ितयोजक, इस स्कीम के अधीन आने वाले किसी सबस्य की मृत्यु होने पर उसके हक बार नाम निवं शितियों/विधिक बारिसों की गीमाकृत रकम का संदाय तत्परता में और प्रत्येक बशा में भारतीय जीवन कीम निगम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014(3)/86-एस. एस-2]

New Delhi, the 5th February, 1986

S.O. 685.—Whereas Messrs The Madurantakam Coopera tive Sugar Mids, Padalam Chengleputtu Dist. Tamil Nadi (TN/3466) (hercinatter referred to as the said establishment) have applied for exemption under sub-section (2A of Section 17 of the Employees' Provident Funds and Mis cellaneous Provisions Act, 1952 (19 of 1952) (hereinafte referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the lite Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said scheme for a period of three years.

#### **SCHEDULE**

- 1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Tam.l Nadu maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.
- 2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act, within 15 days from the close of every month.
- 3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts submission, of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.
- 4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.
- 5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corperation of India.
- 6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.
- 7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employees as compensation.
- 8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Tamil Nadu and where any amendment is likely to effect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.
- 9. Where, for any teason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.
- 10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insu-1525 GI|85-9

- rance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.
- 11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.
- 12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014(3)/86-SS-II]

का. आ. 686.—गैसर्स मोदी एण्ड छा. 33, कस्तूरी रैगंन रोड अलबरपट, मद्राय (टो.एन./10330), (दिन इतमें इसके परचात उक्त स्थापत कहा गला है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध प्रक्षितिरम, 1952 (1952 का 19) )(जिसे इपने इतके परचात उक्त प्रक्षित्रम कहा गला है) की धारा 17 की उपधाल (2क) के प्रधान छूट दिए जाने के लिए भावेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उनत स्थापन के कर्मचारी, किसी पृथका अभिवाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामृहिक दीया स्कीन के अधीन जीवन तीमा के रूप में फायदे उठा रहे हैं। और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इस्यां इसके परचात् उन्हां सकीम कहा गया है) के अधीन उन्हों अनुसंय हैं,

अतः केन्द्रीय सरकार, उक्त अधिनयम की धारा 17 की उप धारा (2-क) द्वारा प्रवत्त सिक्नमों का प्रयोग करते हुए, और इसने उपायद्ध अनसूची में विनिध्दिष्ट धानों के अधीन रहने हुए, उसन स्थापन को तीन वर्ष की उबिध के लिए। उक्त स्क्रीस के सभी उप-बन्धों के प्रयत्ति से छूट देती है।

#### अनस्ची

- 1. उक्त स्थापन के सम्बन्ध में नियोजक प्रावेशिक भिविष्य निधि आयोक्त, तिमिलनाडू को ऐसी विवरिणयां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी स्विधाएं प्रदान करेगा जो केस्ब्रीय मरकार, समय-समय पर निर्विद्य करें।
- 2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक माम की ममाप्ति की 15 दिन के भीतर संवाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उग-धारा (3-क) के लण्ड (क) के अधीन समय-समय पर गिष्विष्ट करे।
- 3. साम्हिक बीमा स्कीम के प्रवासन में, जिसके अन्तर्गत तेलाओं का रखा जाना, विवरणियों का प्रभात किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों गंदाय आदि भी है, होने वाले नभी व्ययों का वहन नियोजक द्वारा किया जाएगा।
- 4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित साम हिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जिए, तक उस संशोधन की प्रति तथा कर्मचारियों की वहमंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रविधात करेगा।

- 5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भीवव्य विधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की स्विष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजिक साम्ब्रीहक बीमा स्कीत के स्वस्य के म्य में उसका नाम तुरत दर्ज करेगा और उसकी धानत अवस्थक प्रीमियम भारतीय जीवन बीमा निगम को सन्दत्त करेगा।
- 6. यदि उक्त स्कीन के अधीन कर्मचारियों को उपलप्य फायदे बढ़ाए जाते हैं तो, नियोजक सामृहिक बीटा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समृचित रूप से विद्य किए जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामृहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूत हों, जो उक्त स्कीम के अधीन अगुक्रेय हैं।
- 7. साम्हिक योसा स्कीम में किशी बात की होते हुए भी यदि किशी कर्मचारी की मृत्यू पर इस स्कीम के अधीन सबेय रकम उस रकम से कम है जो कर्मचारी को उस दका में एंद्रेय होती जब वह उक्त स्कीम के अधीन होता तो. नियो-जक कर्मचारी के विधिक वारिस/नाम विदेशित को प्रतिकर के रूप में दोगों रकमों के अन्तर के बरावर रकम का संदाय करेगा।
- 8. साम्र्राहक बीमा स्कीम के उपवाधों में कोई भी संबोधन, प्रावेशिक भविष्य निध्य आयुवत, तिमलनाडु के पूर्व अनुवोधन के बिना नहीं किया जाएगा और जहां किसी संबोधन से कर्मचारियों के हित पर प्रीतिकृत प्रभाव पड़ने की संभावना हो, जहां प्रावेशिक भविष्य निधि आयुवत, आजा अनुयोदन देने से पूर्व कर्मचारियों को वपना दिष्टकोण साय करने का यकित्यहत अवसर देगा।
- 9. यदि किसी कारणवस्त, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक वीमा स्कीम के, जिसे स्थापन पहले अपना चका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने बाले फायदे किसी रीति से कम हो जाते हैं, तो यह रद्द की जा सकती है।
- 10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर जो भारतीय जीवन बीमा नियम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यवसाह हो जाने दिया जाता है तो, छूट रदद की जा सकती है।
- 11. नियोजक द्वारा शिशियम के संदाय में किए गए किली व्यतिक्रम की दशा में, उन एत सदस्यों के नामनिदेशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उत्तर स्कीम के अन्तर्गत होते, नीमा फायदों के संदाय का उत्तरहारित्व नियोजक पर होगा।
- 12. उक्त स्थापन के सम्बन्ध में नियोजक इस स्कीन के अधीर आने वाले किसी सहस्य की मृत्य होने एर उसके हुकदार नाम निदेशिक तियों/विधिक वारिसों को वीसाकृत रकम का संवाय तत्रारता से और आयंक दशा में भारतीय जीवन बीसा निगम से बीसाकृत रकम प्राप्त होने के एक मास के भीवर कृति-रिवत करेगा।

. एस-35014 (10)/86-एस. एस-2]

S.O. 686—Whereas Messrs. Modi & Modi Co. 33, Kasturi Rangan Road, Alwarnat, Madras (TN/10330) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme):

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said scheme for a period of three years.

#### **SCHEDULE**

- 1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Tamil Nadu maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.
- 2. The employer shall pay such inspection charges as the Centrel Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act, within 15 days from the close of every month.
- 3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts submission, of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.
- 4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.
- 5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.
- 6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.
- 7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employees as compensation.
- 8. No amendment of the provisions of the Group Insurance | Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Tamil Nadu and where any amendment is likely to effect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, mye a reasonable opportunity to the employees to explain their point of view.
- 9. Where, for any reason, the employees of the said establishment do not termain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.
- 10. Where, for any reason, the employer fails to nay the premium etc. within the due date, as fixed by the Life Insu-

nance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

- 11. In case of default, if any made by the employer in payment of premium the responsibility for payment of asserance benefits to he nominers or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.
- 12. Upon the death of the members covered under the Scheme the Life in unance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heils of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all to pects.

[No. S-35014(10)/86-SS-II]

का. आ. 687 भैंसर्त एलजाया इस्तरहासका (प्रा. लि... कस्तुरो रेंस्त रोड अनवस्त्रा, महा ५600018 (टा.एल./ 5914) (जिन कर्न इसके प्रज्ञाल उनल स्थापन कहा स्था है) ने कर्मचारी पदिव्य विधि और प्रकार्ण उपबंध अधिविधा, 1952 (1952 का 19) (जिन कर्न इस्ते प्रज्ञान उक्त अधिविधा, कहा गरा है) का घरा 17 की उस्थ रा (2न) के अवीन छूट दिए जाने के लिए आदेवर विधा है;

और के द्रीय सरकार का समधान हो नया है कि उनत रथापन के कर्मचारी, किसी पृथका अभिदाय या प्रीमियम का सदाय किए दिना ही, भारतीय जीवन बीमा निगम की सामहिक बीमा स्कीम के अधीन जीवन बीमा के या में फायदे उठा रहे हैं। और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुसून हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1978 (जिसे इसमें इसके पहचाता उट्ट स्कीम कहा गया है) के अधीन उन्हें। अनुचेय हैं।

अतः क्षेन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (2-क) हता प्रदत्त शिवनयों का प्रगोग करते हुए, और इससे उपादक्क अनुसूची में विनिर्धिंदेट रतीं के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए। उदत स्क्रीम के सभी उप-बन्धों के प्रवर्शन से छूट देशी है।

## अनुसूची

- 1. उक्त स्थापन के सम्बन्ध में नियोजक प्रावेशिक शिव्या निधि आयुक्त, मद्रास को ऐसी विवरणियां भेजेगा और ऐसे वेदा रखेगा तथा निरीक्षण के लिए ऐसी गविशाएं अव्याद करेगा को केन्द्रीय सरकार, समय-संगय पर निविधाट करें।
- 2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्यंक मास जी ममाप्ति के 15 दिन के भीतर संवाय करेगा जो केवीय सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (3-क) के खण्ड (क) के अधीन ममय-समय पर निर्विष्ट करें।
- 3. सामृहिक बीटा स्कीम को प्रशासन मों, जिसको अन्तर्गत लेखाओं का रखा जाता विवरणियों का प्रस्तृत किया जाता, बीमा प्रीमियम का संवर्ण, लेखाओं का अन्तरण, निरीक्षण प्रभारों मंदाय आदि भी हैं, होने बाले यभी न्ययों का बहुन नियोजक हारा किया जाएगा।
- 4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामग्रहक की एक प्रति और जब कभी उनमें संगोधन किया जाए, तम उस मंद्रोधन की प्रति तथा कर्मणारियों की बहुसंस्पा की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूधना-पट्ट पर प्रविधित करेगा।

- 5. यदि काई ऐसा कर्मचारी, जो कर्मचारी भीयिथ लिणि का या उनत श्रीविषय के अधीन छूट प्राप्त किसी स्थापन की भविषय निषि का पहले ही सबस्य है, उसके स्थापन में नियोजित फिया जाता है तो, नियोजिक, सामृहिक बीमा स्कीम के सबस्य के रूप में उसका गाम तुरन्त वर्ज करेगा और उसकी धामत जावन्यक प्रीमियम भारतीय जीवन बीमा निगम को सबस्य करेगा।
- 6. यदि उन्त स्कीम के अधीन कमंत्रारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, दियोजक समृद्धिक दी त न्योज के अधीन कर्मचारियों को उपलब्ध फायदों में समृत्रित रूप से वृद्धि किए जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामृहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उन्त स्कीम के अधीन अनुक्षेय हैं।
- 7. सामृहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी की मृत्यू पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उम दशा में सादेय होती, जब वह उक्त स्कीम के अधीन होता होता हो, कियोजक कर्मचारी का विधिक वारिम/नामिनवेचिती की प्रतिकर के स्थ में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।
- 8. सामूहिक बीमा स्कीम के उपबन्धों में काई भी संशोधन, प्रादेशिक भविष्य निधि अस्मृबत, मद्रास के पूर्व अनुयोदन के दिना नहीं किया जाएगा और जहां कियी संशोधन से कर्मकरियों जे हित पर प्रतिकृत प्रभाव पड़ने की संभावना हो, जहां प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना बृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।
- 9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस साम्हिक बीमा स्कीम के, जिसे स्थापन एहले जैपना चुका है अधीन नहीं रह उन्ते हैं, या घर स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रदब की जा सकती है।
- 10. यदि किसी कारणबहा, नियोजक उस नियत तारीख के भीतर जो भारतीय जीवन बीमा नियम नियत करें, प्रीमियम का संवाय करने में असफत रहता हैं, और पालिमी को व्यापत हो जाने दिया जाता है तो, छूट खुद की जा सकती है।
- 11. नियोजक द्वारा प्रीमियम के मंबाव मों किए गए किनी व्यक्तिकम की दशा मों, उन मृत सदस्यों के नामनिदे शितियों या विधिक वारिमों को जो एवि यह छूट न दी गई होनी हो, उस्त स्कीम के बन्तर्गत होते, शीमा फायदों के संदाय का उत्तरदायित्य नियोजक पर होगा।
- 12. उक्त स्थापन के सम्बन्ध मो नियोजक इस स्कीत के अधीन आने याले किसी सदस्य की मृत्यू होने पर उसके हकदार नाम निदेशितयों/विधिक वारिसों को बीयाकृत रकम का संवाय तत्परता में और प्रायंक वजा को भारतीय जीवन रीका निगम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर सुनि-विगम करेगा।

[सं. एस-35014 (12)/86-एस. एस.]

S.O. 687.—Whereas Messrs. Alvittas Electricals (P) Ltd., 33, Kasturi Rangan Road, Alwarpet, Madras-600018 (TN/5914) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act):

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Lite Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

#### **SCHEDULE**

- 1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Tamil Nadu, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.
- 2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act, within 15 days from the close of every month.
- 3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission, of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.
- 4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.
- 5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Cor-33poration of India.
- 6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.
- 7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employees as compensation.
- 8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Tamil Nadu and where any amendment is likely to effect adversely the interest of the employees, the Regional Provident Fund Commissioner shall, before giving his approval, give a reasonable opportunity to the employees to explain their point of view
- 9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.
- 10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

- 11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.
- 12. Upon the death of the rembers covered under the Scheme the Life insurance corroration of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014(12)/86-SS-[1]

का. ग्रा. 688 -- मैतर्स जेहोटो इण्डस्ट्र. ज, कपूरथला रोड, जलन्धर (पंजाब) (पा.एन./3165) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा पन हैं) ने कमचारो भिक्षण निधि और प्रकीर्ण उपबंध प्रधिन्यम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त प्रधिनियम कहा गया है) की धारा 17की उपधारा (2क) के ग्रधीन छूट दिए जाने के लिए ग्रावेदन किना हैं;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का संदाय किए विना ही, भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फार दे उठा रहे हैं वे ऐसे कर्मचारियों को उन फायदों से अधिक अनुकृत हैं जो उन्हें कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पहचात् उक्त स्कीम कहा गया है) के अधीन अनुक्षेय हैं;

अतः किन्द्रीय सरकार, उक्त अधिनियम की भारा 17 की उपभारा (2क) द्वारा प्रवत्त शिक्तयों का प्रयोग करते हुए और इससे उपायब अगृसूची में विनिर्धिदय करों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबंधों के प्रवर्तन से छुट देती हैं।

## अनुसुची

- 1. उक्त स्थापन के सम्बन्ध में जिगोजक प्रादेशिक भविषय निधि आयुक्त, पंजाब को ऐसी विवर्णियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के निए ऐसी स्विधाए प्रदान करेगा जी केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।
- 2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मान की ममाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उबत अधिनियम की धारा 17 की उप-धारा (3-क) के खण्ड (क) के अभीन मनय-समय पर निर्दिष्ट करें।
- 3. सामृहिक बीमा स्कीम के प्रशासन मं, जिमके अन्तर्गत लेखाओं का रखा जाना, वियरणियों का प्रस्तृत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों क: संदाय आदि भी है, होने वाले सभी व्ययों का दहन निरोजक द्वारा किया जाएगा।
- 4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनमोदित साम्हित वीमा स्कीम के नियमों की एक प्रति, और उब कभी उनमें संक्षेश्वन किया जाए, तब उस संबोधन की प्रति तथा कर्मचारियों की बदु-संख्या की भाषा में उसकी मुख्य बातों का अनुवाद, संस्थान के सुचना पट्ट पर प्रविधात करेगा।

- 5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उन्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही स्वस्य है, उसकी स्थापन मो चियोजित किया जाता है तो, नियोजिक, सामूहिक बीमा स्कीम के सदस्य के रूप मो उसका नाम गुरात दर्ज करेगा और उसकी बाबर आवश्यक शीमियम भारतीय जीवन बीमा निगम को सदस्त करेगा।
- 6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उप-लब्ध फायदे बढ़ाये जाते हैं तो, नियोजक उनते स्कोम के अधीन कर्मचारियों को उपलब्ध फायदो में सम्चित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनकुल हो, जो उक्त स्कीम के अधीन अनुक्राय हैं।
- 7. साम्हिक भीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्य पर इस स्कीम के अभीन सदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में सन्देय होती, जब वह उक्त स्कीम के अभीन होता तो, निजोजक कर्मचारी क विभिक्त व्यरिस/नाम निदेशियती को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का सदाय करेगा।
- 8. सामृहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भीवष्य निधि आयुक्त कार्नाटक के पूर्व अनुमोदान के बिना नहीं किया आएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविषय निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचार के अपना दृष्टिकोण स्पष्ट करने का युक्ति युक्त अवसर देगा।
- 9. यदि किसी कारणवंदा, स्थापन के कर्मचारी, भारतीय जीवन थीमा निगम की उस सामृहिक बीमा स्कीस के, बिम स्थापन पहले अपना चुका है, अधीय नहीं रह जाते हैं, या उस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, सो यह छूट रद्व की जा सकती है।
- 10. यदि किसी कारणवश नियोजक उस नियत तारीस के भीतर, जो भारतीय जीवन बीमा निगम नियत करे प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रबुद की जा सकती है।
- 11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यक्तिकत की दशा में, उन मृत सदस्यों के नामिनदें शिती या विधिक बारिसों को ओ यदि यह छूट न दी गई होती तो, उक्त स्कीम के अन्तर्गत होतो, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।
- 12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के सभीन आने वाले किसी सदस्य की मृत्यू होने पर उसके हकदार नाम निदेशिक्तियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा नियम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर सुनिध्निक्ष करेगा।

[सं. एस-35014 (14)/86-एस. एअ.-2]

S.O. 688.—Whereas Messrs Zolote Industries, Kapurthala Road, Jalandhar (Punab) (PN/3165) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act. 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making

any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said scheme for a period of three years.

#### SCHEDULE

- 1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Punjab, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.
- 2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act, within 15 days from the close of every month.
- 3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts submission, of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.
- 4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insutance Scheme as approved by the Central Government and as and had the connect, congwith a translation of the salient features thereof, in the language of the majority of the employees.
- 5. Whereas an employee, who is already a member of the Euroployees' Provident Fund or the Provident Fund of an establishment, exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.
- 6. The employer shall arrange to enhance the benefits available to the employees under the Group, Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.
- 7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employees as compensation.
- 8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Punjab and where any amendment is likely to effect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.
- 9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.
- 10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.
- 11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assu-

rance benefits to the nominers or the legal heirs of deceased members who would have been covered under the said Scheme but for giant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014(14)/86-SS-II]

का.बा. 689 — मैंसर्व श्रो राजस्थान तिनदैक्स ति. पो.बो. नं 5 रिल्लागा रोड, जुन्मरपुर, (श्रार जै-3691) (जिसे इतमें इतके पश्चात ाक्त स्थापन कहा समा है) ने कर्मचारा प्रक्रिया तिथि, और प्रकीर्ण उपबंध श्रिधित्यम, 1952 (1952 का 19) (तिसे इतमें इतके पश्चात उक्त श्रिधिन नियम कहा गता हे की धारा 17 की उपधारा (2क) के अधीन छुट दिए जाने के लिए श्रावेदर किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिवाय या प्रीमियम का संवाय किए किना ही, भारतीय जीवन बीमा निगम की सामृहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अन्कूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम 1976 (जिसे इसमें इसके पहचात् उक्त स्कीम कहा गया है) के अधीन अनक्षय हैं;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रवत्त शिक्तियों का प्रयोग करते हुए और इससे उपावद अनुसूची में विनिर्दिष्ट शतो के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अविध के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छुट वेती है।

#### अनस्ची

- 1. उका स्थापम के सम्बन्ध में विभोजक प्रावेशिक भिवष्य विधि आयुवस, राजस्थान को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के निष् ऐसी सुविधाएं प्रवान करेगा जो केन्द्रीय सरकार, समय-सम्भाष पर निष्टिष्ट करे।
- 2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मारा की समाप्ति के 15 दिन के भीतर संदाय करेगा जी केन्द्रीय सरकार, उबत अधिनियम की धारा 17 की जा-धारा (3-क) के रूपड (क) के सभीन समय-समय पर निर्विष्ट करें।
- 3. साम् हिस्स बीमा स्कीम के प्रशासन मों, जिसके अन्तर्गत लेखाओं का रखा आता, दियरिषयों का प्रस्तृत किया जाता, बीमा प्रीतियय का संवाय, तेना तें का अन्तरण, निरीधण प्रशासों संवाप आदि भी हैं, होने वाले सभी व्यागों का यहन नियोजक द्वारा किया जाएगा।
- 4. नियोजक, केन्द्रीय सरकार द्वारा अनुगोवित सामृहिक वीमा स्कीम के नियमों की एक प्रति, और जब कभी जनमें संबोधन किया जाए, तब उस मंशोधन की प्रति तथा कर्मचारियों की बड़-संख्या की भाषा में जमकी मृख्य बात का अनुवाद, स्थापन के सृष्या पट्ट पर प्रविश्त करेगा।
- 5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी प्रविष्ण निधि का या उन्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही स्वस्य है, उसके स्थापन में नियोजित किया

जाता है तो, नियोजक, सामृहिक वीमा स्क्रीय के सदस्य के रूप में उसका नाम गुरत दर्ज करेगा और उसकी जायत आयर के मीनिकस भारतीय जीवन बीमा विशय को संबत्त करेगा।

- 6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक साम्हिक बीमा रकीम के अधीन कर्मचारियों को उपलब्ध फायदे में गाहिन रूप में हिं की जाने की ब्यवस्था करेगा जिससे कि कर्मचारियों के निए साम्हिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अगक्षत हों, जो जक्त स्कीम के अधीन जनक्रीय हैं।
- 7. साम्हित नीमा स्वीस में किसी कृत के होते हुए भी, यदि किसी कार्यकारी की मृत्य पर इस स्कीम के अधीन संदेव रहा उस रक्तम से कम है जो कर्मकारी को उप दशा मो सब्देव होती, जब वह उद्यक्त निम के अधीन होता तो, नियोजक कर्मकारी के विधिक धारिस/नामनिवेधिती को प्रतिकर के रूप में दोनों रक्तमों के अधनर के बरावर रकम का संदाय करेगा।
- 8. सामाहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भीवष्य निधि अम्बन्ध, राजस्थाय के पूर्व अनुसीवन के बिना नहीं किया जाएगा और जुने किसी संशोधन से कर्मकारियों के हित पर प्रतिकृत प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविषय निधि आप्वस, अपना अनुमोदन देने से पूर्व कर्मकारियों को अपना बृष्टिकोण स्पष्ट करने का गुक्तियुक्त अवसर देना।
- 9. यदि ितसी कं.रणवृद्धा, स्थापन के कर्मचारी, भारतीय जीवन बीधा निगम की उस सामृहिक बीमा स्कीध के, जिसे स्थापन पहले अपना चूका है, अधीन नहीं रह जाते ही, या उप एकीम के अधीन कर्मचारियों को प्राप्त होने वाले फण्यदे किसी रीति से कम ही जाते हैं, यो यह छूट रदद की जा क्षकों है।
- 10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने विया जाता है सो, छूट रद्द की जा सकती है।
- 11. नियोजक द्वारा प्रीमियम के संवाय में किए गए किसी व्यक्तिकम की दशा में, उन मृत सदस्यों के नाम-निवेकिकिकों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होती, बीमा फायदों के संवाय का उत्तरवायित्व नियोजक पर होगा।
- 12. उद्यक्त स्थापन के सम्बन्ध मी नियोजक, इस स्कीम के अधीन अ ने ठाले किमी मवस्य की मण्य होने पर उपके हक दार नाम निवाधितियों/विधिक बारिसों को बीमाकृत रकम का संवाय तत्परता से और प्रत्येक व का मी भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के एक पास के भीजर सुनिध्नित करगा।

## [संख्या एस-35014(20)/86-एस. एस-2]

S.O. 689.—Whereas Messrs Shree Rajasthan Syntex Ltd., P.O. Box No. 5, Simalwara Road, Dungarpur (RJ/3691) (hereinafter relevred to as the said establishment) have applied for exemplon under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees then the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said scheme for a period of three years.

#### **SCHEDULE**

- 1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Rajasthan such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.
- 2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clarse (a) of sub-section (3A) of Section 17 of the said Act, within 15 days from the close of every month.
- 3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts submission, of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.
- 4. The employer shall dividay on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended, alongwith a translation of the calient features thereof, in the language of the majority of the employees.
- 5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.
- 6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme empropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admit ible under the said Scheme.
- 7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount bayable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employees as commensation.
- 8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Rajasthan and where any amendment is likely to effect adversely the interest of the employers the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.
- 9 Where for any reason, the employees of the said establishment do not tenuin covered under the Grope Insurance Schame of the Life Insurance Cornoration of India as already adopted by the said establishment or the benefits to the employees under this Scheme are reduced in any manner, the employees under this liable to be expected.

- 10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the hife insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.
- 11. In case of default, if any made by the emplyoer in payment of premium the responsibility for payment of assurance benefits to the numinees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.
- 12. Upon the death of the members covered under the Scheme the Life insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/heits of the decensed member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014(18)/86-SS-II]

का. आ. 690. मैसमें राजस्थात एक फ्लोनित एड कैमिकहर लि. घोलपुर राजरथान (श्रार जे/2771) (जिसे इ.सें इसके पण्यात उनत स्थापन कहा गया है) मै नर्मचारी भारित्य विधि और प्रकीण उपबंध अधिनियम, 1952 (1952 का 19) (जिसे इ.सें इ.के पण्यात उनत प्रधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के प्रधीन छूट दिए जाने के लिए शाबेरत जिया है;

और के द्वीय सरकार का एमाधान हो गया है कि उबत स्थापन के कर्मचारी, किसी पथका अधिदाय या एिसियम का मंदाय किए विना ही, भारतीय जीवा बीमा निगम की मान हिक बीमा रकीम के उधीन जीवन बीमा के रूप में फायदे उटा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अधकुत हैं जो कर्मचारी निश्चेय सहबद्ध बीमा स्टीम, 1976 (जिसे इसपो इमके पश्च त् उपा हो सकीम कहा एया है) के अबीम उन्हें अन्हों रही हो ;

जराः बोन्द्रीय संरकार, उक्त अधिनियम की धारा 17 की उन धारा (2-क) द्वारा प्रवर शिक्तियों का प्रयोग करते हुए, और इस्से उपाबद्ध अनुसूची में विभिधिष्ट शती के अधीर रहते हुए, उत्तर स्थापन को तीन वर्ष की उविधि के लिए। उक्त स्कीश के उभी उप-बन्धों के प्रवर्तन से छूट देती हैं।

## अनुस्वी

- 1. उत्तर स्थापन को सम्बन्ध मी नियोजक प्रदेशिक निर्धा आगुक्त, राजस्थान को ऐसी दिवरणियां भोजेना और ऐसे लेखा रूपेस तथा किरीक्षण के लिए ऐसी स्विधाए प्रदल्न करेना जो केहीय सरकार, समय-समय गर निर्दिश्य करेना
- 2. विभोज के, ऐसे निरीक्षण प्रमारी का प्रायंक राज भी ममाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय राखाय, उकत अधिनियम की धारा 17 की उप-धारा (3-क) के सण्ड (क) के अधीर राज्य समय पर गिष्ठिक करें।
- 3. सामृहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तूत किया जाना, बीमा मियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्राप्त का संदाय आदि भी है, होने बाले सभी व्ययों का वहन नियोजक द्वारा किया जायेगा।
- 4. नियोजक, केन्द्रीय सरकार हारा अगुमोबित ब्ल्मिकिक लीवा रकीम के रियमों की एक प्रति, और जन कभी उनमें संहोधन किया जाए, यह उस मंशोग्य की यति स्था कर्न्चारियों की स्थान्य

## की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचनापट्ट पर प्रदर्शित करेगा।

- यदि कोई ऐसा कर्मचारी, जो कर्मचारी भदिष्य निष्यिकः या उक्त अधिनियम के अभीन छूट प्राप्त किसी स्थापन की भविषय निधि का पहले ही सदस्य है, उसके स्थान में रियोजित किया जाता है तो, नियोजक, साम्हिक बीमा स्कीम के सदस्य के रूप मे उसका नाम तरन्त दर्ज करेगा और उसकी वाबत वादश्यक प्रीमिद्म भारतीय जीवन बीमा निगम को सन्दत्त करेगा ।
- 6. यदि उक्त स्कीम के अधीन कर्मचारियों को उल्हें फायदे बढ़ाए जाते हैं तो, नियोजक साम्हिक बीमा स्कीम अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मधारियों के लिए सामहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनकल हों, जो उक्त स्कीम के अधीन अनुत्रीय हैं।
- रामिकिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मत्य पर इस स्कीम के अधीन संदेय रकस उस रकम से कम है जो कर्मचारी को उस दशा में सन्देय होती, जब वह उक्त स्तीय के अधीन होता तो, नियोजक कर्मणारी क बिर्धास बारिस/नाम निवेशिती का प्रतिकर के रूप में बोवा रकमों के अन्तर के बराबर रकम का संदाय करेगा।
- 8. सामहिक बीमा स्कीम के उपदन्धों में कोई भी संशोधन, ८ र्रांशक भविक्य रिधि आसक्त राजस्थाः के पर्व अनसोदन के बिना नहीं किया जाएगा और अहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकल प्रभाव पड़ने की संभावना हो वहां, प्रावेशिक भविष्य निधि बाय्वल, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दिष्टिकोण स्पष्ट करने का गिष्टियक्त अवसर वेगा।
- 9. यदि किसी कारणवर्षा, स्थापन के कर्मलारी, भारतीय जीवन बीमा निगम की उस सामृहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चका है अधीन नहीं रह जाते हैं, या उस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायवे किसी रीति से कम हो जाते हैं, तो यह रदद की जा सकती है।
- 10. यदि किसी कारणवरा, नियोजक उस नियत तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यवगत हो काने दिया जाता है तो, छूट रदद की जा सकती है।
- 11. नियोजक द्वारा प्रीमियम के संवाय में किए गए किसी व्यतिक्रम की दशा मों, उन मृत सदस्यों के नामनिवेंशितियों या विभिक्त वारिसों को जो यदि यह छटन दी गई होती तो उक्त स्कीम के अन्तर्गत होते, धीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।
- 12. उक्त स्थापन के सम्बन्ध में नियोजक इस स्कीय के अधीन आने वाले किसी सदस्य की सत्य होने पर उसके हकदार नाम निदेशितियों/विधिक वारिसों की बीमाकत रकम सं**दाय तत्परता से और** प्रत्ये**क दशा म**ें भारतीय जीवन बीमा निगम से बीमाकत रकमा प्राप्त होने के एक मास के भीतर सर्पन-विचत करेगा ।

## [स. एस-35014 (2) ) : १ : एस - १ :

S.O. 690.—Whereas Messrs Rajasthan Explosives and Chemicals Ltd., Dholpur, Rajasthan (RJ/2771) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act. 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Lite Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said scheme for a period of three years.

#### **SCHEDULE**

- 1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Rajasthan maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.
- 2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act, within 15 days from the close of every month.
- 3. All expenses involved in the administration of the Group Insurance Scheme, including maintenanche of accounts, submission, of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borno by the employer,
- 4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.
- 5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corposation of India.
- 6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Schame are more favourable to the employees than the benefits admissible under the said Scheme.
- 7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employees as compensation.
- 8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner. Rajasthan and where any amendment is likely to effect adversely the interest of the employees the Regional Provident Fund Commissioner shall before giving his approval, give a reason-able opportunity to the employees to explain their point of v'ew.
- 9. Where, for any region, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.
- 10. Where, for any reason, the employer fails to pay the remium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

- 11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.
- 12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominée/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014(21)/85-SS-II]

का. श्रा. 691 - भैतसं दि सबरकात्था जिला केन्द्रिय बैंक लि. हिम्मततगर गुजरात (जी जे/4665) (जिसे इसमें इएके पश्चात उक्त स्थापन कहा नजा है) ने कर्मचारी भदिष्य विधि और प्रकीर्ण उपबंध श्रिष्ठियम 1952 (1952 का 19) (जिसे इसमें इनके पश्चात उक्त श्रिष्ठियम कहा गया है) की धारा 17 को उपधारा (2क) के श्रिप्तेन छूट दिए जाने के लिए श्रावेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उकत स्थापन के कर्मचारी किसी पृथक अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की मामहिक कीमा स्कीम के अधीन जीवन बीमा के कर में फायदे उठा रहे हैं और एसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल है जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम 1976 (जिसे इसमें इसके पहचात, उक्त स्कीम कहा गया है) के अधीन उन्हें अनुन्नेय हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (2-क) द्वारा प्रदत्त शिक्तियों का प्रयोग करते हुए, और इससे उपावद्ध अनुसूची में विनिर्दिष्ट शतों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्थीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

### अनुसूची

- 1. उक्त स्थापन के संबंध में नियोजक प्राद्यीशक भविष्य निधि बायुक्त, अहमदाबाद को ऐसी विवरणियां भेड़ेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी स्विधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निधिष्ट करे।
- 2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (3-क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।
- 3. सामृहिक बीमा स्कीम के प्रशासन में जिसके अन्तर्गत लेखाओं का रखा जाना, विघरणियों का प्रस्तृत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों संदाय आदि भी है, होने वाले मभी व्ययों का बहन नियो-जक द्वारा किया जाएगा।
- उ. नियोजक, कोन्द्रीय सरकार द्वारा अनुमोदित साम हिक बीमा स्क्रीम के नियमों की एक प्रति, और जब कभी उनमें संबोधन किया जाए, तब उस संबोधन की प्रति तथा कर्मचारियां की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सुचनापट्ट पर प्रविक्ति करेगा ।

- 5. यदि कोई एसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भित्रिष्य निधि का पहले ही सदस्य है, उसके स्थान में वियोजित कियर जाता है तो, नियोजिक, सामूहिक बीमा स्क्रीम के रायस्य के रूप में उसका नाम तुरत दर्ज करेगा और उसकी वाषत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सन्दर्त करेगा।
- 6. यदि उक्स स्कीम के अधीन कर्मणारियों को उन्हिक्ष फायदे बढ़ाए जाते हैं तो, नियोजक सामृहिक बीना स्कीम के अधीन कर्मणारियों को उन्हिक्ष फायदों में समृण्यित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मणारियों के लिए सामृहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकृत हों, जो उक्त स्कीम के अधीन अनुकृत हैं।
- 7. सामृहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी की मृत्य पर इस स्कीम के अधीन संदेय रकस उस रक्षम से कम है जो कर्मचारी को उस दक्षा में सब्देय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिम/नामनिदें िंग्रती की प्रतिकर के रूप में दोनों रक्षमों के अन्तर के बराबर रकम का संदाय करेगा।
- 8. सामृहिक बीमा स्कीम के उपवन्धों में कोई भी संकोधन, प्राविधिक भीविष्य निधि आयुक्त, अहमवाबाद के पूर्व अनुमदिन के बिना नहीं किया जाएगा और उहां किसी संहोधन से क चितियों के हित पर प्रतिकृत प्रभाव पड़ने की संभावता हो बहां, प्राविधिक भविष्य निधि आयुक्त, अएना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का यूक्तियुक्त अवसर देगा।
- 9. यदि ितसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन गीमा निगम की उस सामृहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चका है. अधीन नहीं रह जाते हैं, या उस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रद्द की जा सकती है।
- 10. यदि किसी कारणवश, नियोजक उन नियत हारीस के भीतर जो भारतीय जीवन धीमा द्वारा नियत करे, प्रीमि-यम का संदाय करने में अस्फल रहता है, और पालिसी को क्यपंगत हो जाने दिया जाता है तो छूट रदद की जा सकरी है।
- 11. नियोजक द्वारा प्रीमियम के गंदाय में किए गए किसी व्यतिकाम की दशा में, उन मृत सदस्यों के नामनिदें कितियों या विधिक वारिसों की जो यदि यह छट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संवाय का उत्तरदायित्व नियोजक पर होगा।
- 12. उक्त स्थापन के सम्बन्ध में नियोजक इस स्कीम के अधीन आने वाले किमी मदस्य की मस्य होने पर उसके हकदार नाम निवेधितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर स्वि-िधवत करेगा।

[संख्या एस-35014(22)/86-एस.एस-2]

S.O. 691.—Whereas Messrs The Sabarkantha Dist. Central Co-operative Bank Ltd., Himatnagar (Gujarat) (GJ/4665) (hereinafter reterred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the schedule annexed herete, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said scheme for a period of three years.

#### **SCHEDULE**

- 1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner. Gujarat maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.
- 2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act, within 15 days from the close of every month.
- 3. All expenses involved in the administration of the Group Insu ance Scheme, including maintenance of accounts submission, of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.
- 4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insutance Scheme as approved by the Central Government and as and when amended alongwith a translation of the salient features thereof, in the language of the majority of the employees.
- 5. Whereas an employee, who is already a member of the Encoloses' Provident Fund or the Provident Fund of an establishment exempted under the said Act is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.
- 6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more fayourable to the employees than the benefits admissible under the said Scheme.
- 7. Notwiths anding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employees as compensation.
- 8. No amenument of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner. Gujarat and where any amendment is likely to effect adversely the interest of the employees the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.
- 9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Cornoration of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.
- 10. Where, for any reason, the employer fails to nay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

- 11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nom nees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption shall be that of the employer.
- 12. Upon the death of the members covered under the Scheme the Life in utance Corporation of India shall ensure prompt payment of the sum assured to the nominee/heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014(22)/86-SS-IJ]

का. आ. 692. - मैंसर्व वासन्तर दागिक सहकारे वैक ति. मण्डाबनार वासन्तर (जो ने/11959) (िन कामें इसके पण्चात उन्त स्थापन कहा पता है) ने कर्मचारी शविष्य विधि और प्रकार्ण उन्तबंध अधिनियम, 1952 (1952 का 19) (जिने इन्ने इनके पश्चात उन्त अधिनियम कहा गया है) की धारा 17 को उपधारा (2क) के अधीन छूट दिए जाने के तिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिवाय या प्रीमियम का संदाय किए दिना ही, भारतीय जीवन सीमा निगम की सामृहिक सीमा स्कीम के अधीन जीवन सीमा के रूप में फायदे उठा रहे हैं। और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अगुकूल हैं जो कर्मचारी निक्षेप सहबद्ध यीमा स्कीम 1976 (जिसे इसमें इसके प्रचात उक्त स्कीम कहा गया है) के अधीन अनुज्ञेय है;

अतः किन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उावस अपसूची में विविधिवष्ट क्यों कि अधीन रहते हुए, उक्त स्थापन का, तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपन्थी के प्रवर्तन से छुट दोती है।

#### अनसभी

- 1. ज़ब्त रथापन को संबंध भी नियोजक प्रावेशिक भविष्य निधि आग्वत, गुजरात को ऐसी विवरणियां भेजेसा और ऐसे लेखा रखेगा तथा निरीक्षण को निए ऐसी स्विधाएं प्रवान करेगा जो कोद्रीय सरकार, समय-समय पर निर्दिश्ट करे।
- 2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मान की समाप्ति की 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उन्त अधिनियम की धारा 17 की उन-धारा (3-15) के खण्ड (क) के अधीन समयं-समय पर निर्दिष्ट करें।
- 3. साम्हिक बीमा स्कीम के प्रकारन मो, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तृत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों का संदाय आदि भी हैं, होने वाले सभी व्ययों का बहुन नियोज क द्वारा किया जाएगा।
- 4. वियोजक केन्द्रीय सरकार द्वारा अनुसोदित सामहित दीमा स्कीत के नियमों की एक प्रति और जब कभी उन्हें मंद्रोधन किया जाए तब उस संबोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य दावों का अनुसाद स्थापन के सूचना पट पर प्रदक्षित कारोगा ।

- 5. दिद कोई एसा कर्म बारी जा कर्म बारी भिवष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भिवष्य निधि का पहले हो सबस्य हा उसके स्थापन मां शिया- जित किया जाता है तो नियोजक सामृहिक बीमा स्कीम के सबस्य के रूप में उसका नाम तुरन्त वर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम का सबस्त करेगा।
- 6. यदि उयत स्कीम के अधीन कर्मभारियों को उपलब्ध फायदे बढ़-ये जाते हैं तो, नियोजक सामृहिक वीमा स्कीम के बधीन कर्मभारियों को उपलब्ध फायदों में समृहित रूप स वृद्धि की जाने की ध्यवस्था करेगा जिससे कि कर्मभारियों के लिए सामृहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से बिधक अनुकृत हों जो उक्त स्कीम के अधीन अनुकृत हों जो
- 7. सामूहिक बीमा स्कीम में किसी बात के हां है हुए भी यदि बिसी कर्मचारी की मृत्यु पर इस स्कीम के अधीर स्दाय रक्तम उस रक्षम से कम है जो कर्मचारी को उस दशा में संदोय होती जब वह उबत स्कीम के अधीन होता तो, नियो- अक कर्मचारी के विधिक्त दारिस/नाम निदेशिशी को प्रिकर के स्प में दोनों रक्तमों के अन्तर के बराबर रक्षम का स्वाय करेगा।
- 8. सामूहिक बीमा स्कीम के उपवन्नों में कोई। भी संशोधन, प्राइशिक भविष्य निधि आयुक्त गुजरात के पूर्व अनुमन्दन के दिना नहीं किया जाएगा और उहा किसी संशोधन से कर्मचारियों के हित पर प्रतिकृत प्रभाव पड़ने की सम्भावना हो, वहां प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युद्धित्यक्त अवसर देशा।
- 9. यदि किसी कारणदश, स्थापन के कर्मचारी, भाराधि जीवन योगा निगम को उस साम्हिक बीमा स्कीम के, जिसे स्थापन गहले अपना चुका है अभीन नहीं रह जाने हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे कियी रीति से कम हो जाते हैं, यो गह छूट रदद की जा सकती है।
- 10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीगा निगम नियत करो प्रीमिन्यम का संदाय करने में अस्फाल रहता है, और पालिसी को व्यापनत हो जाने दिया जाता है तो छूट रव्द की जा सकती है।
- 11. नियोजक द्वारा प्रीमियम के संदाय में किए एए किसी व्यक्तिकम की दशा में, उन मृत सदस्यों के नाम निदे दिवियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उन्त स्कीम के अन्तर्गत होते, बीमा फायदों के मंदाय का उत्तरदायित्व नियोजक पर होगा।
- 12. उक्त स्थापन के संबंध में निरोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्वेशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक बन्ना में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर सुनिश्चिक करगा।

[सं. एस-35014(20)/86 (एस. एस-2)]

S.O. 692.—Whereas Messrs The Visnagar Nagrik Saha-kari Bank Ltd, Mandi Bazar, Visnagar, (GJ/11959) (here-inafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act. 1952 (19 of 1952) (hereinafter referred to as the said Act):

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Lite Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said scheme for a period of three years.

- 1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Gujarat maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.
- 2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act, within 15 days from the close of every month
- 3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts submission, of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.
- 4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.
- 5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India,
- 6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.
- 7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employees as compensation.
- 8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Gujarat and where any amendment is likely to effect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.
- 9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.
- 10 Where, for any reason, the employer fails to nay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

- 11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.
- 12. Uupon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. \$-35014(20) /86-SS-II]

# नई दिल्ली, 6 फरवरी, 1986

का. जा. 693 :— मौसर्स अमाहन्स एण्ड प्लास्टिस ज़र्स लि. 'डी' बिल्डिंग, छठी मंजिल, शिवसागर, एस्टिट डा. अनी बासंत रोड वर्लि, मम्बई-400018 (महाराष्ट्र/14187) (जिसे इसमें इसके परचात् उक्त स्थापन कहा गया है) ने कमचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके परचात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आधेदन किया है;

और के द्वीय सरकार का समाधन हो गगा है कि उक्त स्थापन के कर्मचारी किसी पृथक अशिदाय या शीमियम का संदाय किए दिना ही, भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम की साम्हिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायवा उठा रहे हैं वे ऐसे कर्मचारियों को उन फायवों से अधिक अतक्ल हैं जो उन्हें कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके प्रचात् उक्त स्कीम कहा गया है) के अधीन बगूजीय हैं;

अत: फोन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (2क) द्वारा प्रवत्त शिक्तयों का प्रयोग करते हुए और भारत सरकार की शम मंद्रालय की अधिसृष्टना संख्या का. आ. 40 तारीख 9-12-1982 के अनुसरण में और इससे उपाबद्ध अनुसूची में विनिदिष्ट शतों के अधीन रहते हुए, उक्त स्थापन को, 1-1-1986 से तीन वर्ष की अविध के लिए जिसमें 31-12-1988 भी सम्मिलित है, उक्त स्कीम के सभी उपाबंधों के प्रवर्तन से छूट देती है।

### अन्सूची

- 1. उन्त स्थापन के सम्बन्ध मं नियोजन प्रादेशिक भविष्य निधि आगुक्त बम्बई को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्विष्ट करे।
- 2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति को 15 दिन को भीतर संवाम करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।
- 3. सामृहिक बीमा स्कीम के प्रशासन में, जिसके अंतर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तृत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों का संदाय आदि भी है, होने वाले सभी व्ययों का बहुन नियोजक द्वारा किया जाएगा।

- 4. नियोषक, केन्द्रीय सरकार द्वारा यथा अनमोदित साम्-हिक बीमा स्कीम के जियमों की एक प्रति, और जब कभी उनमें संबोधन किया जाए, तब उस संबोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मख्य बातों का अनवाद, स्थापन को स्चान-पट्ट पर प्रविधित करेगा।
- 5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भदिष्य निधि का या उकत अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भिष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजिक सामहिक बीगा स्कीम के सदस्य के रूप में उसका नाम तुरन्त वर्ज करेगा और उसकी लाइत आव्हयक प्रीमियम भारतीय जीवन बीमा निगम को संवल करेगा।
- 6. यदि सामृहिक भीमा स्कीम के अधीन कर्मकारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक उक्त स्कीम के अधीन कर्मकारियों को उपलब्ध फायदों में समृष्ठित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मकारियों के लिए सामृहिक बीगा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अगुकूल हों, जो उक्त स्कीम के अधीन अन्त्रेथ हैं।
- 7. सामृहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मत्य पर इस स्कीम क अधीन संदेश रकम उस रकम से कम है जो कर्मचारी की उस दशा में संवेध होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारों के विधिक बारिस नाम निदेशिसी को प्रतिकर के रूप में दोनों रकाों के अन्तर के बराइर रकम का संदाय करेगा।
- 8 सामहित स्कीम के जाबन्धों में कोई भी राजोधन, आवेशिक भविष्यं निध्य अगुक्त बम्बई के पूर्व अनुमोदन के दिना नहीं किया जाएगा और जहां किया स्कोधन से कर्म-चारियों के हित पर प्रतिकल प्रभाव पड़ने की संभावना हो वहां, प्रावेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना वृष्टिकोण स्थष्ट करने का युवि नुकत अवसर देगा।
- 9. यदि किसी कारणवधा, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहाले अपना चूका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होनं नाले फायदे किसी रीति से कम हो जाते हैं, तो यह इट रदद की जा सकती है।
- 10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का संवास करने में असफाल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो छुट रद्द की जा सकती है।
- 11. नियोजक द्वारा शीमियम को संवाय में किए गए किसी व्यितिकाम की दशा में, उन मृत सदस्यों को नामनिविधिकतियों या विधिक वारियों को जो यदि यह, छुट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा काम्यों के संवाय का उत्तरदायिक नियोजक पर होगा।
- 12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्य होने पर भारतीय जीवन बीमा निगम, बीमाकृत राक्षि के हकदार नामनिका किती/विधिक वारिसों को उस राशि का सदाय सस्परता से और प्रत्येक दशा में हर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर सुनिविस्त करेगा।

[संख्या एस-35014(410)/82-पी. एफ. -2/एस. एस. -2]

New Delhi, the 6th February, 1986 S.O. 693.—Whereas Messrs Amines & Plasticizers Limited 'D' Building 6th Floor, Shivsagar Estate, Dr. Annie Basant Road Worli, Bombay-400018 (MH|14187), (hereinafter re-ferred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act).

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insuranc Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section  $(2\Lambda)$  of section 17 of the said Act and in continuation of the notification of the Government of India in the Ministry of Labour, S.O. 40 dated 9-12-1982 and subject to the conditions spec fled in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 1-1-1986 upto and inclusive of 31-12-1988.

### SCHEDULE

- 1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Bombay and maintain such accounts and Provide such facilities for inspection as the Central Government may direct from time to time.
- 2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said act within 15 days from the close of every month,
- 3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.
- 4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.
- 5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment, exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.
- 6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.
- 7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered the said Scheme, the employer shall pay the difference to the legal heir nominee of the employee as compensation.
- 8. No amendment of the provisions of the Group Insurance Scheme; shall be made without the prior approval of the Regional Provident Fund Commissioner, Bombay and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view to explain their point of view.

- 9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.
- 10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.
- 11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer,
- 12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee or the Legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/410/82-PF.II(SS.II)]

# नई बिल्ली, 7 फरवरी, 1986

का. आ. 694 :- मैसर्स हिन्द्स्तान कोबल्स इम्पर्शायण, प्रोविडेट फंड पो. आ. हिन्द्रशान केव्लज (रूपनारायन पर रेजबे स्टोशन) जिला बर धवान (वी. डब्ल्य/ 1651) (जिसे इसमें इसके परकात, उदरा स्थापन कहा गया है) ने कर्मधारी भविषय निधि और प्रकीर्ण उपबंध अधिनियम 1952 (1952 का 19) (जिसे इसमें इसके परचात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उबत स्थापन के कर्मचारी, किसी पथक अभिदाय या प्रीमियम का संदाय किए िबिना ही, भारतीय जीवन बीमा निगम की सामहिक बीमा स्कीम के अधीन जीवन वीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्म-चारियों के लिए ये फायद उन फायदों से अधिक अनुकास हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम 1978 (जि.से इसमें इसके परचात् उक्त स्कीम कहा गया है) के अधीन उन्हें अवशेय हैं ;

अतः केन्द्रीय सरकार, उवत अधिनियम की धारा 17 की उप-धारा (2क) द्वारा प्रवत्त शिक्तयों का प्रयोग करते हुए और इससे उपायक अगुस्ची में विनिर्दिष्ट शतों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबंधी के प्रवर्तन से छूट देती हैं।

# ड:नस ची

- 1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविषय निधि आयुक्त पश्चिमी बंगाल को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐगी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।
- 2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा-17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करें।
- 3. सामृहिक नीमा स्कीम के प्रवासन में, जिसके अंतर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तृत किया जाना, बीसा प्रीमियम का संवाय, लेखाओं का अंतरण, निरीक्षण प्रभारों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक हारा किया जाएगा।

- 4. नियोषक, केन्द्रीय सरकार द्वार अनुमोदित सामृहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उन्नो संबोधन किया जाए, तथ उस संबोधन की प्रति तथा कर्मचारियों की बहु-संख्या की भाषा में उसकी मृख्य बातों का अनुवाद, स्थापन के सूचना पट्ट पर प्रवर्धित करेगा।
- 5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिन्यम के अधीन छूट प्राप्त किसी स्थानन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजिक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम नुस्त दर्ज करेगा और उसकी दावत आवश्यक प्रमियम भारतीय जीवन बीना दिगम को संदत्त करेगा।
- 8. रिंद उन्त स्कीय के अधीन कर्मचारियों को उन्तर्थ फायदे रहाए जाते हैं तो, ियोजक साम हिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समूचित रूप से बृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामहिक बीमा स्कीम के अधीन उपलब्ध फायदें उन फायदों से अधिक अनुकूल हों आते उक्त स्कीम के अधीन अनुकूल हों आते उक्त स्कीम के अधीन अनुकूल हों ।
- 7. सामृहिंक जीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मत्या पर इस स्कीम के अधीन संदेग रक्तर उस रकम से कम है भी कर्मचारी को उस दश में संदेय होगी जब वह उक्त स्कीम के अधीन होता तो, रियोष्ट्रक कर्मचारी के विधिक वारिस/नाम निदेशियी को अतिकर से स्पू में दोगों रकमों के अन्तर के दरावर रकम का संवाय करेगा।
- 8. साम्हिक दीमा स्कीम के उपबंधों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयक्त एविष्यी बंगाल के पर्व अगमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्म-चारियों के हित पर प्रतिकृत प्रभाव पड़ने की सम्भावना हो, वहां प्रादेशिक भविष्य निधि आयुक्त, अपना उनुमोदन दोने से पूर्व कर्मचारियों को अपना वृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।
- 9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवा बीमा निगम की उस सामाहिक बीमा मकीम के, जिसे स्थापन पहले अगना चका है अधीन नहीं रह उपने हैं, या इस स्कीम के नधीन कर्मचारियों को प्राप्त होने उपने फायदे किसी रीति से कम हो जाते हैं, तो यह रदद की जा सकती है।
- 10. यदि किसी कारणवश, नियोजक उस नियत हारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत कारो, प्रीमियम का संवाय कारोने में अरुफल रहता है, और पालिसी को व्यप्तत हो जाने दिया जाता है तो, छूट रदद की जा सकतो हो ।
- 11. नियोजक द्वारा श्रीभियम के संदाय में किए गए किसी व्यक्तिक म की दशा में, उन मृत सदस्यों के नाम निव्<sup>म</sup>िर तियों या विधिक शरिमों को जो यदि यह छूट न दी गई होती तो उटन स्कीम के अंतर्गत होते, बीगा फायदों के संदाय का उसरदायित्व नियोजक पर होगा।
- 12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की महरा होने पर उसके हकदार नाम निदेषिह वियों/विधिक वारियों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दका में भारतीय जीवन वीमा निगम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर सुनिधिवत करेगा।

[संस्था एस-38014(16)/86-एस एस --2]

### New Delhi, the 7th February, 1986

S.O. 694.—Wherens Messrs Hindustan Cables Employees frowdent Fund, P.O. Hindustan Cables Rupharainpur Railway Station Distl. Buildwan West Bengal (WB/1051) (hereinafter reterred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And, whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corpolation of India in the nature of Life Insurance which are more lavourable to such employees that the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

- 1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, West Bengal maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.
- 2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act, within 15 days from the close of every month.
- 3. All expenses involved in the administration of the Group Insurance Scheme including maintenance of accounts submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc., shall be boine by the employer.
- 4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.
- 5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.
- 6. The employer shall arrange to enhance the benefits available to the employees under the Groun Insurance Scheme arrangements, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Groun Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.
- 7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.
- 8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner. West Bengal and where any amendment is likely to effect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval give a reasynable opportunity to the employees to explain their point of view.

- 9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.
- 10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India and the policy is allowed to lapse, the exemption is liable to be cancelled.
- 11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of decreased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.
- 12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014(16)/86-SS-II]

का. आ. 695 .—मैसर्स स्पर जोटो (इण्डिया) प्रा. लि. फ्लोट नं.-62, संकटर-6, फरीदाबाद (पी एन/4883) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कमंचारी भविष्य निधि और प्रकीण उपबंध अधि।यम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) को धारा 17 की उपधारा (2क) को अधीन छूट दिए जाने को लिए आवेदन किया है ;

शौर फोद्रीय सरकार का समाधान हो गया है कि उक्ष्म स्थाल के कर्मकारी, किसी पथक अभिदाय या ग्रीसियम का संदाय किए बिना ही, भारायि जीवन बीमा निगम की सामहिक दीना स्कीम के अधीन जीवन गीमा के कर में फान्दे उठा रहे है और ऐसे कर्मकारियों के लिए ये फायदे उन फायदों से अधिक अन्यक्ष हैं जो कर्मकारी जिभी सहबद्ध बीमा स्कीम 1976 (जिसे इसमें इसके पश्चाता उदत स्कीम कहा गया है) के अधीन उन्हें अनुमेय हैं;

इत: किन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उप-भारा (2क) द्वारा प्रदेश कवित्रमों का प्रयोग करते हुए और इससे उपाह्यक्थ अन्सूची में विभिन्धिक कर्तों के अधीन रहते तप्, उक्त स्थापन को नीन वर्ष की अविध के लिए उक्त स्कीम के सभी उप<sup>रां</sup>ों के प्रवर्तन से छूट देती हैं।

### अनुसुची

- 1. उद्धतः स्थापन को संबंध मो नियोजक प्रादेशिक भविष्य निधि आयुक्त फारीदालाइ को एरेने बिवरणिया भेजना और एरेने लेखा रखना तथा निरीक्षण को लिए ऐसी सविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे ।
- 2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक साम की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उबत अधिनियम की धारा-17 की उपधारा (3क) के खंड (क) के अधीन सगय-समय पर निर्दिष्ट करें।
- 3. साम्हिक सीमा स्कीम के प्रकासन में, जिसके अंतर्य लेखाओं का रहा जाता, विवरणियों का प्रसात किया जाता, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, दिरीक्षण प्रभारों का संदाय आदि भी है, होने गाले सभी व्ययों का वहन नियाजक प्रारा किया जाएगा।

- 4. नियोगक, केन्द्रीय सरकार द्वारा अन्मोदित साम हिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उन्मों मंशीकर किया जाए, तर उस संशोधन की प्रति तथा कर्मचारियों की यहु-संख्या की भाषा में उसकी मृख्य बातों का अनवाद, स्थापन के स्चना पट्ट पर प्रदर्शित करेगा।
- 5. यदि कोई ऐसा कर्मधारी, जो कर्मधारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थानन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है को, नियोजिक सामृहिक बीमा स्क्रीम के सदस्य के रूप में उसका नाम तरन्त वर्ष करेगा और उसकी बाबत आवश्यक प्रमियम भारतीय जीवन बीमा निगम को संवत्त छरेगा।
- 6. यदि उदत स्कीम को अधीन कर्मचारियों को उपलब्ध फायदे कहाए जाते हैं तो, वियोजक सामृहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समृचित रूप से दिख् की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामृहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अभूकृत हों जो उक्त स्कीम के अधीन अवक्षत्र अधीन अवश्री अवक्षत्र हैं।
- 7. साम्हित गीमा स्कीम में किसी बात के होते हुए भी. यदि किसी कर्मचारी की मत्य पर इस स्कीम के अधीन संदेव राज्य उस रक्षम से कम है जो कर्मचारी को उस दक्षा में मंदेय होती जह बहु उक्त स्कीम के अधीन होता थी, नियोजक कर्मचारी के विधिक वारिस/नाम निदेशिशी को प्रतिकार के रूप में दोगों रक्षमों के बन्तर के रूप में दोगों रक्षमों के बन्तर के रूप से दोगों रक्षमों के बन्तर के रूप रूप रक्षम का मंदाय करेता।
- 8. साम्हिक दीमा स्कीम के उपसंघों में कोई भी संबोधन, गाउँ शिक भविष्य निधि आयुक्त फरीदाबाद के पूर्व अपुरोद न के बिना नहीं किया पाएगा और जहां किसी संबंधन से कर्म-धारियों के हित पर प्रतिकृष्ट होभाव पड़ने की संभावना हो, वहां प्रादेशिक भविष्य निधि सायक्त, अपवा अपमोदन देने ने एवं कर्मचारियों को अपवा दृष्टिकोण स्पष्ट करने का युक्तियुवत अवसर देगा।
- 9. यदि किसी कारणवश, स्थापन के कर्मधारी, भारतीय जीवन वीमा निगम की उस सामृहिक बीमा स्कीम के, जिसे स्थापन पहले अपना राका है अधीन नहीं रह जाते हैं, या इस स्कीम के वधीन कर्मधारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रद्द की जा तकती है।
- 10. यदि किसी कारणवश, निरोजक उस रियत कारील के भीतर, जो भारणीय जीवन बीमा निराम बियत करे, गीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यवगत हैं। जाने दिया जाता है तो, छुट रबुद की जा सकती हैं।
- 11. नियोण्य द्वारा प्रीमियम के संदाय में किए गए किसी व्यक्तिकाम की दशा में, उप मृत सदस्यों के नाम निद्यितियों या विधिक वारियों को जो यदि यह छूट न दी गई होती तो उटक स्कीम के अंतर्गत होते, बीगा फायदों के संदाय का उत्तरदायित्य नियोजक पर होता ।
- 12: उक्ह स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अधीन आने वाले किसी सबस्य की मंत्रा होने पर उसके हकदार नाम निवेदितियों/विधिक बारिसों को नीमाकत रकम का संदर्भ तत्परता से और प्रत्येक दशा में भारतीय जीवन गीमा नियम से बीमाकत रकम प्राप्त होने के एक मास के भीतर सुनिध्यित कारोग ।

[संख्या एस-35014(15)/86-एस एस - 2]

S.O. 695.—Whereas Messra Super Auto (India) Private Limited, Plot No. 62, Sector-6, Faridabad (PN/4883) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corpotation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

### **SCHEDULE**

- 1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Faridabad maintain, such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.
- 2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act, within 15 days from the close of every month.
- 3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.
- 4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.
- 5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.
- 6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.
- 7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.
- 8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner Faridahad and where any amendment is likely to effect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval give a reasonable opportunity to the employees to explain their point of view.
- 9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

- 10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India and the policy is allowed to lapse, the exemption is hable to be cancelled.
- 11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.
- 12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heits of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014(15)/86-SS-II]

का. बा. 696 .—मैंसर्स असिवाल वनस्पति एवं एलाईड इन्डरहीज, जी. टी. रोड, शेर्ूर, लूधियाना पंजाब (पी एन/2922) (जिसे इसमें इसके परकात् उक्त स्थापन कहा गया है) ने कर्मसारी भविषय निधि और प्रकीण उपबंध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके परचात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और फोन्द्रीय सरकार का समाधान हो गया है कि उबत स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सम्मिहक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायबे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायबे उन फायबों से अधिक अगुक्त हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम 1976 (जिसे इसमें इसके प्रकात उक्त स्कीम कहा गया है) के अधीन उन्हें अगजेय हैं;

बतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (2क) द्वारा प्रवत्त किन्तयों का प्रयोग करते हुए और इससे उपाय अगर की में विनिर्दिष्ट कार्यों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अविध के लिए उक्त स्कीम के सभी उपगंधों के प्रवर्तन से छूट धेती हैं।

# अनुस्ची

- 1. उक्त स्थापन के संबंध में नियोज के प्रावेशिक भविष्य निधि आयुक्त पंजाब को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा स्था निरीक्षण के लिए ऐसी सिक्धाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।
- 2. नियोजक, ऐसे निरीक्षण ग्रभारों का प्रत्येक मास की समाप्ति को 15 दिन को भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनयम की धारा-17 की उपधारा (3क) को खंड (क) के अधीन समय-समय पर निर्दिष्ट करें।
- 3. रामहिक बीमा स्कीम के प्रकासन में, जिसके अंतर्गत लेखाओं का रखा जाना, विवरणियों का प्रसाप किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरीक्षण प्रभारों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।
- 4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोवित सामहिक वीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तर उस संशोधन की प्रति तथा कर्मचारियों की नह-संख्या की भाषा में उसकी मृख्य बातों का अनवाद. स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

- 5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजिकी साम्मिहक बीमा स्कीम के सदस्य के रूप में उसका नाम तूरन्त दर्ज करेगा और उसकी साबत आक्रयक प्रामियम भारतीय जीवन बीगा निगम को संदत्त करेगा।
- 6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे धढ़ाए जाते है तो, नियोजक साम्हिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में सम्चित रूप से विद्ध की जाने की ब्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामहिक बीमा स्कीम के अधीन उपलब्ध फायदें उन फायदों से अधिक अग्कृल हों जो उक्त स्कीम के अधीन अज्ञानेय हैं।
- 7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मत्य पर इस स्कीम के अधीन संदेग रकत उस रकम से कम है जो कर्मचारी को उस दक्षा में संदेय होती जब बहु उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक बारिस/नाम निवेधिती को प्रतिकर के रूप में बोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।
- 8. साम्हिक शीमा स्कीम के उपबंधों में कोई भी संशोधन, प्राद्दिक्क भविष्य निधि आयुक्त पंजाब के पूर्व अनुमोदन के तिना नहीं किया जाएगा और जहां किसी संशोधना से कर्म- चारियों के हित पर प्रतिकृत प्रभाव पड़ने की सम्भावना हो, बहां प्राद्दिक भविष्य निधि आयुक्त, अपना अनुमोदन बेने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।
- 9. यदि िकसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवा वीमा निगम की उस सामृहिक बीमा स्कीस के, जिसे स्थापण पहले अपना चका है अधीन नहीं रह जाने हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किमी रीति से क्या हो जाते हैं, तो यह रदद की जा सकती है।
- 10. यदि किमी कारणवश, नियोजक उसे नियन तारीख के भीतर, जो भारनीय जीवन बीमा नियम बियम करे, ग्रीमियम का संदाय कारने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है ता, छूट रद्द की जा सकती है।
- 11. नियोजक द्वारा श्रीमियम के संवाय में किए गए किसी व्यक्तिकम की दशा मों, मृत सदस्यों के नामनिद्वीविक्षिणों या विधिक वारियों को जो यदि यह छूट न दी गई होती यो उद्यव स्कीम के अंतर्गत होते, जीमा फायदों के संदाय का उत्तरदायिक नियोजक पर होगा।
- 12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अधीन आने वाले किमी गढ़म्य की भत्य होने पर उपके हकदार नाम खिदेशि नियों/बिधिक बारियों को बीमाकृत रकम का संवय तत्परता में और अत्येक देशा में भारतीय जीवन तीमा निरम में बीमाकृत रकम प्राप्त होने के एक मास के भीतर सुनिश्चित करेगा।

# [संख्या एस-35014(4)/86-एस एस-21

S.O. 696.—Whereas Messrs Oswal Vanaspati and Allied Industries C.T. Road Sherpur, Ludhiana (Punjab) (PN/2922) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act. 1952 (19 of 1952) (hereinafter referred to as the said Act):

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

- 1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Punjab maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.
- 2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act, within 15 days from the close of every month.
- 3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.
- 4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.
- 5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.
- 6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more (avourable to the employees than the benefits admissible under the said Scheme.
- /. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.
- 8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Punjab and where any amendment is likely to effect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.
- 9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

- 10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.
- 11. In case of default, if any, made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.
- 12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

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का. आ. 697. — मैसर्स पंजाब कोन-कास्ट स्टील लि. फोकल प्याइंट लूधियाना-141010 (पी. एन/3800) (जिसे इसमें इसके परचात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीण उपबंध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके परचात् उक्त अधिनियम कहा गया है) की धारा 17 की उप-धारा (2-क) के अधीन छूट दिए जाने के लिए आवेदन किया हैं;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी प्थक अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की मामहिक बीमा स्कीम के अधीन जीवन बीमा के स्प में फारादे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनकृत है जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम 1976 (जिसे इसमें इसके प्रचात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुजेय हैं;

अतः केन्द्रीय सर्कार, उक्त अधिनियम की धारा 17 की उप-धारा (2क) द्वारा प्रदत्त शिक्तयों का प्रयोग करने हुए और इमले उपागद्ध अनमची में विनिर्विष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अविध के लिए उक्त स्कीम के सभी उपवधों के प्रवर्तन से छूट वेती हैं।

### अनसची

- 1. उक्त स्थापन के संबंध में नियोजक प्रावेशिक भविष्य निधि आयुक्त पंजाब को एसी विवरणियां भेजेगा और एसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी मविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।
- 2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक माम की समाप्ति के 15 दिन के भीतर संवाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा-17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करें।
- 3. सामृहिक बीमा स्कीम के प्रशासन मों, जिसके अंतर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तत किया जाना, बीमा प्रीमियम का संवाय, लेखाओं का अंतरण, निरीक्षण प्रभारों का संवाय आदि भी है, होने वाले सभी व्ययों का बहन निमोजक द्वारा किया जाएगा।
- 4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामृहिक बीमा स्कीम के नियमों की एक प्रित, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रित तथा कर्मचारियों की बहु- संख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचनापट्ट पर प्रविशित करेगा।

- 5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजिक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम त्रन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।
- 6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामृहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समृचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिसमें कि कर्मचारियों के लिए सामृहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों में अधिक अगुकूल हों जो उक्त स्कीम के अधीन अनुकूल हों जो उक्त स्किस के अधीन अनुकूल हों जो उक्त स्कीम के अधीन अनुकूल हों जो उक्त स्किस स्कीम के अधीन अनुकूल हों जो उक्त स्कीम के अधीन अनुकूल हों जो उक्त स्किस स्कीम के अधीन अनुकूल स्कीम स्कीम स्कीम स्कीम स्कीम स्कीम स्किस स्कीम स्
- 7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मत्य पर इस स्कीम के अधीन संदेग रकम उस रकम से कम है जो कर्मचारी को उस दक्षा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के दिधिक वारिस/नाम निदेशिकी को प्रतिकर के रूप में दोनों रकमों के अनर के बराबर रकम का संदाय करेगा।
- 8 सामूहिक नीमा स्कीम के उपबंधों में कोई भी संनोधन, प्राविधिक भविष्य निधि आयुक्त पंजान के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संनोधन से कर्म- चारियों के हित पर प्रतिकृत प्रभाव पड़ने की सम्भावना हो, वहां प्राविधिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपवा दृष्टिकोण स्पष्ट करने का यक्तियूक्त अवसर देगा।
- 9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन लीमा निगम की उस सामृष्टिक बीमा स्कीम के, जिसे स्थापन पहले अपना चका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने दाले फायदे किसी रीति से कम हो जाते हैं, तो यह रदद की जा सकती है।
- 10. यदि किमी कारणवश, नियोजक उम नियत तारीख़ के भीतर, जो भारतीय जीवन गीमा निगम नियत कर, प्रीमियम का संदाय करने में असफाल रहता है, और पालिभी को व्यपगत हो जाने दिया जाता है तो, छुट रद्द की जा मणती है।
- 11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किमी व्यतिक्रम की देशा में, उन मृत सदम्यों के नाम निद्निर्वितियों या विधिक दारिमों को जो यदि यह छूट न दी गई होती तो उकत स्कीम के अंतर्गत होते, शीमा फायदों के संदाय का उत्तरदायिक्य नियोजक पर होगा ।
- 12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मत्य होने ार उसके हकदार नाम निवेदिशितयों/विधिक वारिमों को बीमाकृत रकम का संदाय सत्परता में और प्रत्येक दशा में भारतीय जीवन बीमा निगम में बीमाय्वत रकम प्राप्त होने के एक मास को शैटर स्विविचन करेगा।

# [संख्या एस-35014(24)/86-एस एस.-2]

S.O. 697.—Where Messrs, Punjab Con-Cast Steel Ltd., Focal Point Ludhigna-141010 (PN]3800), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act. 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, Merefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

### **SCHEDULE**

- 1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner Punjab maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.
- 2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act, within 15 days from the close of every month.
- 3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.
- 4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.
- 5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately earol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.
- 6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.
- 7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir nominee of the employee as compensation.
- 8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Punjab and where any amendment is likely to effect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.
- 9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

- 10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is fiable to be cancelled.
- 11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.
- 12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nomineel legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014(24)|86-SS-II]

का. आ. 698. — मैंसर्स हिन्दुस्तान कोका प्रोडक्टस लि., केडबरी हाऊस, भूला भाई देसाई रोड, बम्बई-400026 (एम एच/4258) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) हे कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आनेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन को कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का संदाय किए बिना ही, धारतीय जीवन बीमा निगम की जीवन बीमा स्कीम की सामृहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदे उठा रहे हैं वे ऐसे कर्मचारियों को उन फायदो से अधिक अनुकूल हैं जो उन्हें कर्मचारी निक्षेप सहबद्ध बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन अनुभय हैं।

अतः केन्द्रीय सरकार, उक्त अधिनयम की धारा 17 की उप-धारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का. आ. 3377 गारीख 30-8-1982 के अनुसरण में और इससे उपाबक्ष अनुसूची में विनिर्दिष्ट शतों के अधीन रहते हुए, उक्त स्थापन को, 25-9-1985 से तीन वर्ष की अविध के लिए जिसमें 24-9-1988 भी सम्मिलित है, उक्त स्कीम के सभी उपगन्धों के प्रवर्तन से छूट देती है।

# अनुसूची

- 1. उक्त स्थापन के संबंध में नियोजक प्रावेशिक भविष्य निधि आयुक्त, बम्दई को ऐसी विवरणियां भंजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी स्विधाएं प्रवान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्विष्ट करे।
- 2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा-17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करें।
- 3. सामृहिक बीमा स्कीम के प्रकासन में, जिसके अंतर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तत किया जाना, बीमा प्रीमियम का मंदाय, लेखाओं का अंतरण, निरीक्षण प्रभारों का मंदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक हारा किया जाएगा।
- 4. नियोजक, केन्द्रीय संरकार बारा यथा अनमोदित सामृहिक बीमा स्क्रीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहु-

संख्या की भाषा में उसकी मृख्य बातों का अनुवाद, स्थापन के सुचना पट्ट पर प्रदर्शित करेगा ।

- 5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भिषय निधि कः या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सबस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजिक सामृहिक बीमा स्कीम के सबस्य के रू। में उसका नाम त्रन्त वर्ज करेगा और उसकी हाबत आवश्यक प्रमियम भारतीय जीवन बीमा निगम को संबत्त करेगा।
- 6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समृचित रूप दृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामृहित बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अगुक्त हों जो उक्त स्कीम के अधीन अगुक्त हों जो उक्त स्कीम के अधीन अगुक्त स्कीम के स्कीम स्कीम के स्किन स्किन स्कीम के स्कीम स्किन स्कीम के स्कीम स्कीम स्कीम स्कीम स्कीम स्कीम स्किन स्कीम स्कीम
- 7. साम्हिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किमी कर्मचारी की मृत्य पर इस स्कीम के अधीन संदेय रक्ष- उस रक्षम से कम है जो कर्मचारी को उम दक्षा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निदेशिती को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराइर रकम का संदाय करेगा।
- 8. सामूहिक बीमा स्कीम के उपबंधों में कोई भी संबोधन, प्रादेशिक भविष्य िष्ठि आयुक्त, यम्बई के पूर्व जनमोदा के बिना नहीं किया आएगा और जहां किसी संबोधन वे कर्म-चारियों के हित पर प्रतिकृत प्रभाव ण्डने की सम्भारण हो, एहां प्रादेशिक भविष्य निष्धि आगुक्त, अपना अनुमोदत देने से पूर्व कर्मचारियों को अपना बृष्टिकोण स्पष्ट करने का यूष्टियुक्त अवसर देगा।
- 9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीव। बीमा निगम की उस सामृहिक बीमा स्कीम के, जिसे स्थान के अपना चका है अधीन नहीं रह जाते हैं, या इस स्कीम के पंधीत कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से क्या हो जाते हैं, तो यह छूट रद्द की जा सकती है।
- 10. यदि किसी कारणबंध, नियोजक भारतीय जीवत बीमा निगम बारा नियत तारीख के भीतर, प्रीमियम का संवाय करने में असफल रहता है, और पालिसी को व्यप्गत हो जाने दिया जाता है तो, छूट रदद की जा सकती है।
- 11. नियोजक द्वारा प्रीमियम के संदाय में किए गए कि क्यादिकम की दक्षा में, उन मृत सदस्यों के नाम निर्देशितियों या विशिक वारिमों को जो यदि यह छूट न दी गई होती तो उबत स्कीम के अंतर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।
- 12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अधीन अने बाले किसी सदस्य की मृत्यू होने पर भारतीय जीवन बीमा निगम, धीमाकृत राशि के हकदार नामनिवैश्वितियों/विधिन वारिसों को उस राशि का संवाय त्र्यरता से और प्रत्येक दशा में हर प्रकार से पूर्ण वावे की प्राप्ति के एक शाम के भीतर मृत्विध्य करेगा।

[संख्या एस-35014(169)/82-एस. एस.-2/पी. एह.-2]

S.O. 698.—Whereas Messrs Hindustan Cocoa Products Limited, Cadbury House, Bhulabhai Desai Road, Bombay-400026 (MH|4258), (hereinafter referred to as the said establishment) have applied for exemption under sub-section

(2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), (hereinafter referred to as the said Act).

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of the India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme).

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and in continuation of the notification of the Government of India in the Ministry of Labour, S.O. 3377 dated 30-8-1982 and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 25-9-1985 upto and inclusive of 24-9-1988.

- 1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Bombay maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.
- 2. The employer shall pay such inspection charges as the Centra; Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act, within 15 days from the close of every month.
- 3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.
- 4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the solient realures thereof, in the language of the majority of the employees.
- 5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Troup Insurance Scheme and pay necessary premiuns in respect of him to the Life Insurance Corporation of India.
- 6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.
- 7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount vayable under this Scheme be sess than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir nominee of the employee as compensation.
- 8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Bombay and where any amendment is likely to effect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.
- 9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India

as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

- 10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is fiable to be cancelled.
- 11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.
- 12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee|or the legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014(169)|82-PF. II (SS. II)]

का. आ. 699. — मैंसर्स हिन्दुस्तान मशीन हलम लि., (कोरपोरंटेड आफिस एण्ड मार्किटिंग डिविजन) 10/ए कस्तूरना रोड, अंगलौर-1 (के एन/873-ई.) (जिसे इसमें इसके एक्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1962 का 19) (जिसे इसमें इसके प्रचात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम की सामृहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदा उठा रहे हैं वे ऐसे कर्मचारियों को उन फायदो से अधिक अनुकृत है जो उन्हें कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चान उक्त स्कीम कहा गया है) के अधीन अनुजेय हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (2क) द्वारा प्रदत्त शिक्तयों का प्रयोग करते हुए और भारत सरकार के श्रम मंशालय की अधिसूचना संख्या का. आ. 3718 तारीख 11-10-82 के अग्सरण में और इमसे उपावद्ध अग्सूची में विनिर्विष्ट शतों के अधीन रहते हुए, उक्त स्थापन की, 30-10-1985 से तीन वर्ष की अविध के लिए जिस्मों 29-10-1988 भी सिम्मिलित है, उक्त स्कीम के सभी उपबंधों के प्रवर्तन से छूट देती हैं।

# अन्सूची

- 1. उन्नत स्थापन के सम्बन्ध मों नियोज्क प्रावेधिक भविष्य निधि आय्क्त बंगलौर को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा नथा निरीक्षण के लिए ऐसी सुविधाएं प्रवान करेगा जो केन्द्रीय सरकार समय-समय पर निविध्ट करे।
- 2 निरोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मान की समाप्ति के 15 दिन के भीतर संवाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करें।
- 3. साम्हिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों का

संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएना ।

- 4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित साम्-हिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमा संशोधन किया आए, जब उस संशोधन की प्रति तथा कर्मच्यारियों की बहुसंख्या की भाषा में उसकी मृख्य बातों का अभुवाद, स्थापन के सच्चा-पडट एर प्रदिश्ति करमा ।
- 5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भदिष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थारण की भविष्य निधि का पहले ही सदस्य है, उसके स्थारण में शियो-जिन किसा जाता है तो नियोजक सामूहिक बीमा स्कीम को सदस्य के रूप में उसका नाम त्रारन्त दर्ज करेगा और उसकी वाबत आवश्यक प्रीमियम भरतीय जीवन बीमा निसम को सदस्य करेगा।
- 6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक उथन रकीय के अधीन कर्मचारियों को उपलब्ध फायदो में समृचित रूप में दृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञयं ही।
- 7. सामृहिक बीमा स्कीम में किसी बात के होते हुए भा, यदि किसी कर्मचारी की मृत्यू पर इस स्कीम के अधीन संदेख रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेख होती जब बहु उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निदेशिक्ती को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।
- 8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रावेशिक भविषय निधि आयुवस इंगलौर के पूर्व अनुमोदन के किना नहीं किया जाएगा और जहां किमी संशोधन से कर्म- चारियों के हिस पर प्रतिकृत प्रभाव पड़ने की संभावना हो वहां, प्रावेशिक भविषय निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मनारियों को अपना दृष्टिकोण स्पष्ट करने का य्वित्यक्त अवसर देगा ।
- 9. यदि किसी कारणवंश, स्थापन के कर्मचारी, भारतीय जीवन बीमा रिगम को उस सामृहिक बीमा स्कीम के, जिसे स्थापन पहले अन्ता च्का है अधीन नहीं रह आते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छ्ट रद्द की जा सकती है।
- 10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत नारीख के भीतर प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है.।
- 11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी क्यितिकम की दशा मों, उन मन सदस्यों के नाम-निदें हित्यों या विधिक बारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायिक नियोजक पर होगा।
- 12. इस स्कीम के अधीन आने वाले किमी सदस्य की मत्य होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नामनिदेगीशित/विधिक बारिसों को उस राशि का संदाय तत्परता

[PART II—SEC. 3(ii)]

से और प्रत्येक दशा में हर प्रकार से पूर्ण दावें की प्राप्ति के एक मास के भीतर सनिश्चित करेगा।

[संख्या एस-35014(46)/82-पी. एफ. -2/एस. एस. -2]

O. 699.—Whereas Messrs. Hindustan Machine Tools, Ltd., Corporate Office & Marketing Division 18|A, Kasturba Road, Bangalore-1 (KN|873|E), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of the India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and in continuation of the notification of the Government of India in the Ministry of Labour, S.O. 3718 dated 11-10-82 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 30-10-1985 upto and inclusive of 29-10-1988.

#### **SCHEDULE**

- 1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Bangalore and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.
- 2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under glause (a) of sub-section (3A) of Section 17 of the said Act, within 15 days from the close of every month
- 3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.
- 4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.
- 5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.
- 6. The employer shall arrange to enhance the benefits appropriately, in the benefits available to the employees under available the employees under the Group Insurance Scheme the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.
- 7. Notwithstanding anything contained in the Gioup Insurance Scheme, if on the death of an employee the amount payable under this Scheme be Jess than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir nominee of the employee as compensation.
- 8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner. Bangalore and where any amendment is likely to effect adversely the

- interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.
- 9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.
- 10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is riable to be cancelled.
- 11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurince benefits to the nominees or the logal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.
- 12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014|46|82-PF, II (SS. II)]

का. आ. 700.—मैंगर्स एवरेस्ट इंजीनियरिंग इक्स नं.656 कास-कट रोड, कोयम्बटूर-651012 (टी.एन./268) (जिसे इसमें इसके परचात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके परचात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और कंद्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम की सामृहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदा उठा रहे हैं वे ऐसे कर्मचारियों को उन फायदों से अधिक अनुकूल हैं जो उन्हें कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चार उक्त स्कीम कहा गया है) के अधीन अनुज्ञेय हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (2क) द्वारा प्रवत्त शिक्तयों का प्रयोग करते हुए और भारत सरकार के श्रम मंत्रालय की अधिमूचना संख्या का. आ. 3545 23-9-1985 के अनुसरण में और इससे उपाबद्ध अनुमूची में विनिविध्ट शतों के अधीन रहते हुए, उक्त स्थापन को, 9-10-1985 से तीन वर्ष की अविध के लिए जिसमें 8-10-1938 भी सम्मिलित है, उक्त स्कीम के मभी उपबंधों के प्रवर्तन से छुट देती है।

### अनुसूची

- 1. उस्त स्थापन के सर्वाध में नियोजक प्रादेशिक धरिष्य निधि आयुक्त तिमलनाडू को ऐसी विवरणिया भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी स्विधाए प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे।
- 2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मारा की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय मरकार, उक्त अधिनियम की धारा 17 की उप-धारा (3क) के खण्ड (क) के अधीन समय-ग्राय पर निर्विष्ट करे।

- 3. सामृहिक बीमा स्कीम के प्रशासन में, जिसके अनर्गन लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।
- 4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित साम-हिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संबोधन किया जाए, जब उस संगोधन की प्रति तथा कर्मचारियों की बहुमंख्या की भाषा में उमकी मुख्य बातों का अनुवाद, स्थापन के मुचना-पट्ट पर प्रदर्शिन करेगा ।
- 5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भिषष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन का भिवष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियो-जित किया जाता है तो नियोजक सामृहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरस्त दर्ज करेगा और उसकी वाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।
- 6. यदि सामृहिक बीमा स्कीम के अधीन कर्मचारियों की उपलब्ध फायदे दहाए जाते हैं तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समृचित रूप में वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामृहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकुल हों, जो उक्त स्कीम के अधीन अगुमेय हैं।
- 7. स्प्तमृहिक बीमा स्कीम महं िकसी बात के होते हुए भी, यदि िकसी कर्मचारी की मृत्य पर इस स्कीम के अधीन संदेश रकम उस रकम से कम है जो कर्मचारी की उस दशा में संदेश होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशिती को प्रतिकर के मण में दोनों रकमों के अन्तर के बरावर रकम का संदाय करेगा।
- 8. साम्हिक रकीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त हिमलनाडू के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्म जारियों के हित पर प्रतिकृत प्रभाव पड़ने की सभावन हो वहां, प्रादेशिक भविष्य निधि आगुक्त अपना अनमोदन देने से पूर्व कर्मचारियों को अगना दृष्टिकोण स्पष्ट करने वा यिक्ष्यियत अवसर देगा।
- 9. यदि किगी कारणवर, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामृहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाये हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छट रवद की जा सकती है।
- 10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीसा निगम द्वारा नियत तारीख के भीवर प्रीमियम का संवाय करने में असफल रहता है, और पालिसी को व्यपस्त हो जाने दिया जाता है तो छूट रद्द की जा सकती है।
- 11. नियोजक द्वारा प्रीसियम के संदाय में किए गए किसी व्यक्तिकम की दक्का में, उन मृत सदस्यों के नामस्विदेशितियों या विधिक वारिसों को जो यदि यह, छुट न दी गई होती तो उक्त रकीम के अन्तर्गत होते, बीमा फायदों के मंदाय का उत्तरदायिक नियोजक पर होगा।
- 12. इस स्कीम के अधीन आने वाले किसी सदस्य की मत्य् होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार गमनिदे शिति/दिधिक वारिसों को उस राशि का संदाय तत्परता

से और प्रत्येक दशा में हर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर सनिश्चित करेगा ।

[संख्या एस-35014(99)/82-पी. एफ. -2/एस. एस. -2]

S.O. 700.—Whereas Messrs Everest Engineering Works, No. 656, Cross Gut Road, Coimbatore-641812 (TN|268), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is statisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of the Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and in continuation of the notification of the Government of India ir the Ministry of Labour, S.O. 3545 dated 23-9-85 and subject to the conditions specified in the Schedule annexed herete the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 9-10-1985 upto and inclusive of 8-10-1988.

- 1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Tamil Nadu and maintain such accounts and provide such facilities for inspection, as the Central Governmen may direct from time to time.
- 2. The employer shall pay such inspection charges at the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act, within 15 days from the close of every month.
- 3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.
- 4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.
- 5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately ented him as a member of the Group Insurance Scheme and pay necessary premiurs in respect of him to the Life Insurance Corporation of India.
- 6, The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, ir the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.
- 7 Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heirlnommee of the employee as compensation.
- 8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner Tamil Nadu

and where any ancendment is likely to effect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

- 9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.
- 10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is fiable to be cancelled.
- 11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.
- 12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sem assured to the nomineel legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014|99|82-PF, II (SS. II)]

का. आ. 701:—मैसर्स हिन्दुस्तान कोका प्रोडवर्स लि., कोडवरी हाऊस भूलाभाई देसाई रोड, बम्बई-400026 (एम एच/5067) (जिसे इसमें इसके परचात् उकत स्थापन एडा गया है) ने कर्मचारी भिवष्य निधि और प्रकीण उपवन्ध अधितियम, 1952 (1952 का 19) (जिसे इसमें इसके परचात् उकत अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के क्रमंचारी किसी पृथक अभिवाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम की सामृहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदा उठा रहे हैं वे ऐसे कर्मचारियों को उन फायदों से अधिक अनक्ल हैं जो उन्हें कर्मचारी निक्षेप सह्बद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके परचान् उक्त स्कीम कहा गया है) के अधीन अनकीय हैं;

अतः कोन्द्रीय गरकार, उथन अधिनियम की धारा 17 की उप-धारा (2क) द्वारा प्रवक्त बिक्तियों का प्रयोग करते हुए और भारत भरकार के धम मंत्रालय की अधिमृचना संख्या का. आ. 3349 लारीक: 30-8-1982 के अन्सरण में और इससे उदाबढ़ अन्मुची मों विकिधिक्ट क्लोरों के अधीन रहते हुए, उबन स्थापन को, 18-9-1985 से तीन वर्ष की अवधि के लिए जिस्मों 17-8-1938 भी सम्मिलित है, उक्त स्कीस के सभी उदांधों के प्रवर्तर में छूट विकी है।

### अन्स्भी

- 1. उक्त स्थापन के संबंध में नियोजन प्रादेशिक भविष्य निधि आयुक्त बम्बई को ऐसी विवासिणका भंजेगा और ऐसे लेका रहोगा तथा निरीक्षण के लिए ऐसी स्विभाएं प्रदान करेगा हो कोद्रीय सरकार समय-समय पर निर्दिष्ट करें।
- नियोजक, ऐसे निरीक्षण प्रभारों का परांक मात की समाप्ति के 15 दिन के भीतर संदाय करेगा जो लेव्हीय मरकार,

उक्त अधिनियम की धारा 17 की उप-धारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करें।

- 3. सामूहिक बीमा स्कीस के प्रशासन में, जिसके अंतर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों का संदाय आदि भी हैं, होने वाले मभी व्ययों का वहन नियोजक द्वारा किया जाएगा।
- 4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित साम्-हिक बीमा स्कीम को नियमों की एक प्रति, और जब कभी उनमें संबोधन किया जाए, जब उस मंशोधन की प्रति तथा कर्तचारियों की बहुनंस्या की भाषा में उसकी गुरुष दातों का अनुवाद, स्थापन को सुचना-पट्ट पर प्रदर्शित करेगा ।
- 5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी शिवण्य निधि का या उक्त अधिनियम के अधीन छूट ताप्त किसी स्थापन का भविष्ट निधि का पहले ही सदस्य है, उसके स्थापन में नियोजिक सामहिक बीना स्कीम के सदस्य के रूप में उसका नाम त्रान्त दर्ज करेगा और उसकी सामत आध्वयक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।
- 6. यदि मामहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में रामुचित रू से बढ़ि की जाने की ब्यदस्था करेगा जिसमें कि कर्मचारियों के लिए सामहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों ने अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुकूष हैं।
- 7. सामृहिक बीमा म्कीम में किसी बात के होते हुए भी, यिद किसी कर्मचारी की मत्य पर इस म्कीस के अधीन संदेश रकम उस रकम से कम है जो कर्मचारी की उस तथा भी संदेश होती जब वह उक्त स्कीम के अधीन होता तो, रियोजक कर्मचारी के विधिक बारिस/नाम निदेशिती को प्रतिकर के खा था दोतों रकमी के अन्तर के बराबर रकम का संदाय करेगा।
- 8. सामूहिक स्कीम के उपबन्धों में कोई भी संशोधन, प्रावेशिक भविषय निधि आएका, बस्वई के एवं अपमोदन के किया जाएगा और जहां किया संशोधन में कर्मचारियों के हित पर प्रतिकृत प्रभाव पड़ने की राभावता हो यहां, प्रावेशिक भविषय विधि आयदम, अपना अगमोदन देने में पर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का यिक्नगटन अवसर देगा।
- 9. यदि किसी कारणवर, स्थापन के कर्मचारी, भारतीय जीवन बीमा निरम को उस नामृद्धिक बीमा स्कीत के, जिसे स्थापन पहले अपना कका है अधीन नहीं रह जाते हैं, या दस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फाराबे किसी रीति से कम हो जाते हैं, तो यह छूट रदद की जा स्कती है।
- 10. यदि किसी कारणवश, नियोजक भारतीय जीवर वीधा निगम द्वारा नियत नारीख को भीतर पीमियस का संदाप करने में शसफल रहता है, और पालिसी को व्ययनत हो जाने दिया जाना है नो छट रदद की जा सकती है।
- 11. नियोजक द्वारा शीमियम के संदाय में किए गए किसी व्यक्तिकम की दशा में, उन मृत सदस्यों के नामां नदेशिकतियों या

बिधिक वारिसों को जो यदि यह, छूट न वी गई होती तो उक्त स्कीम के अन्तर्गत होतं, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा ।

12. इस स्कीम के अभीत आने वालें किसी सदस्य की सृत्य् होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नःमनिवेंशिति/विधिक बारियों को उस राशि का संवाय उत्परता से और प्रत्येक दशा में हर प्रकार से पूर्ण दावें की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा ।

[र न्या एस-35014(179)/82-पी.एफ.-2/एस.एस.-21

5.0. 701.—Whereas Messrs Hindustan Cocoa Products 1.td., Cadbury House-Bhulabhai Desai Road, Bombay-400026 (MH|5067), thereinafter referred to as the said ostablishment) have applied for exemption under sub-section (2A) of section 17 of the Employees Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act).

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and in continuation of the notification of the Government of India In the Ministry of Labour, S.O. 3349 dated 30-8-82 and subject to the conditions specified in the Schedule annexed bereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 18-9-1985 upto and inclusive of 17-9-1988.

### SCHEDULF

- 1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner. Bembay and maintain such accounts and Provide such facilities for inspection as the Central Government may direct from time to time.
- 2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said act within 15 days from the close of every month.
- 3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.
- 4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees
- 5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment, exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.
- 6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the 1525 GII85—12

benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

- 7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heirlnominee of the employee as compensation.
- 8, No amendment of the provisions of the Group Insurance Scheme; shall be made without the prior approval of the Regional Provident Fund Commissioner, Bombay and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.
- 9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.
- 10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.
- 11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.
- 12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee or the Legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014|179|82-PF.II(SS-JI]

का आ 702 — मैंनर्स ग्रेसिम विद्यालय रिरला ग्राम, नागदा, मध्य प्रदेश-456331 (एम पी/4197) (जिसे इसमें इसके परचात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीण उपबंध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके परचात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम की मामहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदा उठा रहे हैं वे ऐसे कर्मचारियों की उन फायदों से अधिक अग्कल हैं जो उन्हें कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके प्रचात् उक्त स्कीम कहा गया है) के अधीन शनुश्रोय हैं;

अतः केन्द्रीय गरकार, उक्त अधिनियम की धारा 17 की उप-धारा (2क) द्वारा प्रवत्त शक्तियों का प्रयोग करने हुए और भारन सरकार के शम मंत्रालय की अधिस्चना संख्या का. आ. 1641 तारील 8-3-1983 के अनुसरण में और इसमें उपाबद्ध अनम्ची में विनिर्दिष्ट शतों के अधीन रहते हुए, उक्त स्थापन को, 18-3-1986 में तीन वर्ष की जबधि के लिए जिसमें 17-3-1989 भी सम्मिलित है, उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

# अनुसूची

- 1. उक्त स्थापन के गम्बन्ध मां नियोजन प्रादेशिक भविष्य निधि आयुक्त मध्य प्रदेश को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखंगा तथा निरीक्षण के लिए ऐसी स्विधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करें।
- 2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक माग की समाप्ति के 15 दिन के भीतर संवाय करेगा जो केन्द्रीय मरकार, उक्त अधिनियम की धारा 17 की उप-धारा (3क) के लण्ड (क) के अधीन समय-सगय पर निर्दिष्ट करें।
- 3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अंतर्गत लेखाओं का रहा जाता, विवरणियों का प्रस्तत किया जाता, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों का संदाय आदि भी है, होने बाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।
- 4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित साम्-हिक बीमा स्कीस के नियमों की एक प्रति, और जब कभी उनमें संबोधन किया जाए, जब उस संबोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी स्ख्य बातों का अनवाद, स्थापन के स्थना-पट्ट पर प्रदर्शित करेगा ।
- 5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी शिष्ठिय निश्चिका या उक्न अधिनियस के अधीन छूट शास्त किसी स्थापन का भिषठिय निष्धि का पहले ही सदस्य है, उसके स्थापन में नियो-जित किया जाता है तो नियोजक सामहिक बीगा स्कीम के सदस्य के रूप में उसका नाम तरन्न वर्ज करेगा और उसकी बाबत आव्ह्यक शीमियम भारतीय जीवन बीमा निगम को संवत्त करेगा।
- 6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समृचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकृत हों, जो उक्त स्कीम के अधीन अनुकृत हों,
- 7. सामूहिक बीमा स्कीम भें किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्य पर इस स्कीम के अधीन संदेश रकम उस रकम से कम है जो कर्मचारी की उस दशा में संदेश होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशिती को प्रतिकर के म्प में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।
- 8. सामृहिक स्कीम के उपबन्धों में कोई भी संशोधन , प्रादेशिक भविष्य निधि आयुक्त मध्य प्रदेश के पूर्व अनुमोदन के विना नहीं किया जाएगा और जहां किया संशोधन से कर्म चारियों के हित पर प्रतिकृत प्रभाव पड़ने की संभव्या हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोटन देने से पर्व कर्मचारियों को अपना दृष्टिकीण स्पष्ट करने का युक्तियुक्त अवसर देगा ।
- 9. यदि किसी कारणवस, रथापर के कर्मजारी, भारतीय जीवन बीमा निगम को उस सामहिक बीमा स्कीस के, जिसे स्थापन पहले अपना नाका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होन नाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रदद की जा सकती है।

- 10. यदि किसी कारणवर्ष, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत नारीच के भीतर प्रीमियम का गंदाय करने में असफल रहता है, और पालिमी को न्ययगत हो जाने दिया जाता है तो छुट रहुद की जा सकती हैं।
- 11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यक्तिकम की दशा में, उन मृत सदस्यों के नामनिवे प्रितियों या विधिक बारिसों को जो यदि यह छूट न दी गई हाती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों क संदाय का उत्तरदायित्व नियोजक पर होगा।
- 12. इस स्कीम के अधीन आने बाले किसी सदस्य की महस्य होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नाम निवेशिति/विधिक बारियों को उस राशि का संदाय तत्परता से और प्रत्येक दशा में हर प्रकार से पूर्ण दाये की प्राप्ति के एक माम के भीतर मनिष्चित करेगा ।

[संख्या - एस-35014(37)/83-पी . एफ . -2/एस . एस . -2]

S.O. 702.—Whereas Messrs Grasim Vidyalaya, Birlagram. Nagda, M.P. 456331 (M.P. 4197), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act).

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme):

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and in continuation of the notification of the Government of India in the Ministry of Labour, S.O. 1641 dated 8-3-1983 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 18-3-1986 upto and inclusive of 17-3-1989.

- 1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, M.P. and maintain such accounts and Provide such facilities for inspection as the Central Government may direct from time to time.
- 2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said act within 15 days from the close of every month.
- 3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.
- 4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language or the majority of the employees.
- 5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment, exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

- 6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.
- 7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir nominee of the employee as compensation.
- 8. No amendment of the provisions of the Group Insurance Scheme; shall be made without the prior approval of the Regional Provident Fund Commissioner, Madhya Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.
- 9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.
- 10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.
- 11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.
- 12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee or the Legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014|37|83-PF.H(SS.H)]

का. आ: 703.—मीसर्म जगतजीत कोटन टैक्सटायल मिल्स लि .श्री गंगानगर-335001 ं(आर जं/20) (जिने इसमें इसके परचात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके परचात् उक्त अधिनियम कहा गया है) की धारा 17 की उपघारा (2क) के अधीन छट दिए जाने के लिए आवेदन किया है,

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक अभिदाय या प्रीसियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की जीवन बीमा स्क्रीम की सामहिक बीमा स्क्रीम के अधीन जीवन बीमा के रूप में जो फायदा उठा रहे हैं वे ऐसे कर्मचारियों को उन फायदों से अधिक अन्कूल हैं जो उन्हें कर्मचारी निक्षेप सहबद्ध बीमा स्क्रीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्क्रीम कहा गया है) के अधीन अन्ज्ये हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम मंश्रालय की अधिस्चना संख्या का. आं. 929 तारीख 22-1-1983 के अन्सरण में और इससे उपाबब्ध अनुमुखी में विनिर्दिष्ट शर्ती के अधीन रहते हुए, उक्त स्थापन को, 12-2-86 से तीन वर्ष की अविधि के लिए जिसमें 11-2-1999 भी सम्मिलित है, उक्त स्कीम के सभी उगर्बंभों के प्रवर्तन से छूट देती है।

# , अव्स्**भी**

- टक्त स्थापन के सांदाध में नियोजन प्रादेशिक भिविष्य निधि आयुवत राजस्थान को ऐसी विवरणियां भजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करें।
- 2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक माग की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय मरकार, उक्त अधिनियम की धारा 17 की उप-धारा (3क) के खण्ड (क) के अधीन समय-सगय पर निर्दिष्ट करे।
- 3. सामृहिक बीमा स्कीम के प्रशासन में, जिसके अंतर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तृत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभारो का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।
- 4. नियोजक, कंन्द्रीय सरकार द्वारा यथा अन्मोदित सामू-हिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संबोधन किया जाए, जब उस संबोधन की प्रति नथा कर्मचारियों की बहुर स्था की भाषा में उसकी मस्य बातों का उन्बाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा ।
- 5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन का भिवष्य निधि का पहले ही सदस्य है, उसके स्थापन मो नियोजित किया जाता है तो नियोजिक नामहिक बीधा स्कीम के सदस्य के रूप में उसका नाम तरन्त दर्ज करेगा और उसकी ताइत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।
- 6. यदि सामृहिक शीमा स्कीम के अधीन कर्मचारियों हो उपलब्ध फायद बढ़ाए जाते हैं तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समृचित रूप से वृद्धि की जान की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामृहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकृत हों, जो उक्त स्कीम के अधीन अनुक्षेय हों।
- 7. सामृहिक बीमा स्कीम मा किसी बात के होता हुए भी, यदि किसी कर्मचारी की मृत्यू पर इस स्कीम के अधीन संवय रक्षम उस रकम में कम है जो कर्मचारी की उस दक्षा मी संवय होती जब वह उकत स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक बारिस/नाम निवेधिती को प्रतिकर के स्वय मी दोनों रक्षमों के असर के वराकर रक्षम का मंदाय करेगा।
- 8. सामृहिक स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविषय निधि आयुक्त राजस्थान के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी मंशोधन से कर्मचारियों के हित पर प्रतिकृत प्रभाद पड़ने की मंभादना हो वहां, प्रादेशिक भविषय निधि आयुक्त, अपना अगमोदन देने में पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युखितगक्त अवसर देगा ।

- 9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामृहिक बीमा स्कीम के, जिमें स्थापन पहाले अपना शुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रदद की जा सकती है।
- 10. यदि किसी कारण्यका, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का मंदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो छट रदद की जा सकती है।
- 11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी हमितकम की दशा में, उन मत सदस्यों के नामिनदें शितियों या विधिक वारिसों को जो यदि यह, छुट न की गई दौती तो उकत स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उसरदायित्व नियोजक पर होगा।
- 12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्य होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नामनिवेंशिति/विधिक वारिसों को उस राशि का संदाय तत्परता से और प्रत्येक दशा में हर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर मुनिश्चित करेगा ।

[संख्या एस-35014(9)/83-पी.एफ.-2/एम.एस.-2]

S.O. 703.—Whereas Messrs Jagatjit Cotton Textiles Mills Ltd., Unit Sri Ganganagar, Sri Ganganagar-335001 (RJ|20), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act).

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premlum, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance Which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and in continuation of the notification of the Government of India in the Ministry of Labour, S.O. 929 dated 22-1-1983 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 12-2-1986 upto and inclusive of 11-2-1989.

# **SCHEDULE**

- 1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Raiasthan and maintain such accounts and Provide such facilities for inspection as the Central Government may direct from time to time.
- 2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said act within 15 days from the close of every month.
- 3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.
- 4. The employer shall display on the Notice Roard of the establishments. a copy of the rules of the Group

- Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.
- 5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment, exempted under the said Act, is employed in his establishment, the employer shall immediately curol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.
- 6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme
- 7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.
- 8. No amendment of the provisions of the Group Insurance Scheme; shall be made without the prior approval of the Regional Provident Fund Commissioner, Rajasthan and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.
- 9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.
- 10. Where, for any reason, the employer tails to pay the premium etc. within the due date, as fixed by the Lite Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.
- 11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.
- 12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee of the Legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014|9|83-PF.H(SS.II)]

का. आ. 704.—मैंसर्स तोशनीवाल प्रोसेस इस्स्ट्रमेंटस लि. कैटचरी रोड, अजमेर (आर जे/2901) (जिसे इस्में इसके परवात उकत स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीण उपबंध अधिनियम, 1952 (1962 का 19) (जिसे इसमें इसके परचात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जान के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की साम्हिक बीमा स्कीर के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं। और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप महत्त्व बीमा स्कीस 1976 (जिसे इसमें इसकें पश्चात उक्त स्कीम कहा गया है) के अधीन उन्हों अनुजोर है ;

अत., कंन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त अिक्तयों का प्रयोग करते हुए और इससे उपाबद्ध अनुमूची में विनिदिष्ट शतों के अधीन रहत हुए, उक्त स्थापन को तीन वर्ष की अवधि क लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छुट देती है।

# अनस ची

- 1. उद्धत स्थापन के संबंध में नियोजक प्रावेशिक भविष्य निर्धि आयुक्त राजस्थान को ऐसी विवरणियां भेजेगा और ऐसे लेका रखेगा तथा निरीक्षण के लिए ऐसी सुविधाए प्रवान करेगा को केन्द्रीय सरकार, समय-समय पर रिविन्ट करें।
- 2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्यक मास की समाप्ति के 15 दिन के भीदर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपभारा (3क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करें।
- 3. सामृहिक बीमा स्कीम के प्रशासन मो, जिसके अंतर्यक्ष लेखाओं का रुमा जाना, दिवरणियों का प्रस्तृत किया जाना. बीमा प्रीमिएम का मंदाय, लेखाओं का अंतरण, निरीक्षण प्रभारों का मंदाय आदि भी है, होने वाल सभी व्ययों का दहर रिप्रोजक द्वारा किया जाएगी।
- 4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और प्रज कभी उनमें संबोधन किया जाए, तब उस संबोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुबाद, स्थाएन के सूचना एट्ट पर प्रदर्शित करेगां।
- 5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भिष्ठिय निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किमी स्थापन की भिष्ठिय निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजिक, सामूहिक बीमा स्कीम के सदस्य के हर में उसकी नाम तुरन्त दर्ज करेगा और उसकी नाबत आवश्यक प्रीमियम भारतीय जीवन नीमा निगम को संदत्त करेगा।
- 6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामृहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समृचित रूप से दृद्धि की जाने की ब्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामृहिक बीमा स्कीम के अधीन उपलब्ध फायदें उन फायदों से अधिक अनुकृत हों जो उक्त स्कीम के अधीन अनुकृत हों जो उक्त स्कीम के अधीन अनुकृत
- 7. सामृहिक बीमा स्कीम में किसी बात के होते हुए भी; यदि किसी कर्मचारी की मृत्यू पर इस स्कीम के अधीन संदेश रकम उस रकम में कम है जो कर्मचारी को उस दशा में सेंदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिदेशिती को प्रतिकर के रूप में दोनों रकमों के अन्तर के हराबर रकम का संदाय करेगा।
- 8 सामृहिक बीमा स्कीम के उपवंधों में कोई भी संवाधन. प्रादेशिक भविष्य निधि आयुक्त राजस्थान के पूर्व अनुमोदस के बिना नहीं किया जाएगा और जहां किसी संशोधन ने कम-बारियों के हिन पर प्रतिकृत प्रभाव पड़ने की सम्भावना हो. बहा प्रादेशिक भविष्य भिधि आगक्त, अपना अनुमोदन देने से गुवं

कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का गृक्तियूक्त अवसर देगा।

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- 9. यदि किसी कारणबंश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम उस मामूहिक बीमा स्वीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी नीति से कम हो जाते हैं, तो यह रदद की जा सकती है।
- 10. यदि किसी कारणवंश, नियोजक उस नियत तारीक के भीतर, जो भारतीय जीवन बीमा निगम नियत करें, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यवस्त हो जाने दिया जाता है तो, छट रदद की जा सकती है।
- 11. नियोजक हारा प्रीमियम के संदाय में किए गए किसी ज्यितिकम की दशा में, उन मृत सदस्यों के नाम निर्देशितियों या विभिक्त बारिमों को जो यदि यह छूट न दी गई होती हो उक्त स्कीम के अंतर्गत होता. बीमा फायदों के संदाय का उत्तरदाणित्व 'नियोजक एर होगा।
- 12. उक्त स्थापन के सबंध में नियोजक, इस स्कीम के अर्थत आनं वाले किसी सदस्य की मृत्यु होने पर उसके हंक दार नाम निवेधितियों/विधिक दारिमों को बीमाकृत रकम का नदार तत्परता से और प्रस्थेक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के एक मास के भीवर मुन्धिका करेगा।

[भंच्या एस-35014(17)/86-एस.एस.-2]

S.O. 704.—Whereas Messrs Toshniwal Process Instruments Private Limited, Katchery Road, Ajmer (RJ/2901) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And, whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

- 1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner Rajasthan maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.
- 2. The employer shall pay such inspection charges as the Central Government may, from time to time direct under clause (a) of sub-section (3A) of Section 17 of the said Act, within 15 days from the close of every month.
- 3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer
- 4. The employer shall desplay on the Nouse Board of the establishment, a copy of the rules of the Group Insurance

Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

- 5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.
- 6. The employer shall arrange to enhance the benefits available to the employees under the Grody Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.
- 7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.
- 8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Rajasthan and where any amendment is likely to effect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.
- 9. Where, for any reason, the employees of the said establishment do not remain covered under the Orom Insurance Scheme of the Life Insurance Corporation of India as afready adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.
- 10. Where for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.
- II In case of default, if any made by the employer payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.
- 12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heits of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014(17) /86-SS-III

का. आ 705 — मैंसर्ग मृषर औटो इण्डिया, प्लोट नं. 50 मैंक्टर-6, फरीदाबाद (पी. एन./2967) (जिसे इस्माइसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निश्वि और प्रकीण उपबंध अधिनियम, 1952 (1952 का 19) (जिसे इससे इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपभारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामृहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायद उठा रहे हैं। और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनकल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम 1976 (जिसे इस्में इसकें परवात उक्त स्कीम कहा गया है) के अधीन उन्हें असबेंग्य हैं। अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रवंत गिक्तयों का प्रयोग करते हुए और इससे उपायद्ध अनुसूची में विनिदिष्ट इतों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अविधि के लिए उदत स्कीस के सभी उपबन्धों के प्रवर्तन से छुट देती है।

# अगुसुची

- 1. उबत स्थापन के संबंध में नियोजक प्रावेशिक भविष्य निधि आयुक्त फरीवाबाद को एंसी बियरणियां भेजेंगा और एंसे लेखा रखेंगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेंगा उ केन्द्रिय सरकार, समय-समय पर निर्दिष्ट करें।
- 2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर मंदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की भारा 17 की उपभारा (3क) के खंड (क) के अधीन समय-समय पर निर्विष्ट करें।
- 3. क्षामृहिक बीमा स्कीम के प्रशासन में, जिसके अंतर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तत किया जाना, बीमा ग्रीसियम का संदाय, लेखाओं का अंतरण, निरीक्षण प्रभारों का मंदाय आदि भी हूं, होने वाले सभी ब्ययों का वहन नियोजक द्वारा किया जाएगा ।
- 4. नियोजकं, केन्द्रीय सरकार द्वारा अनुमीचित सामृहिक शीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संघोधन किया जाए, तब उस संघोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनदाद, स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।
- 5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उदल अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भदिव्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजिक, सामृहिक दीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक शीमियस भारतीय जीवन बीका निगम को संदत्त करेगा।
- 6. यवि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायद बढ़ाए जाते हैं। तो, नियोजक साभूहिक दीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में सम्चित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए साम्हिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनक्षी हों जो उक्त स्कीम के अधीन अनुजय है।
- 7. सामूहिक बीमा स्कीम में किसी दात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन मंदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब दह उक्त स्कीम के अधीन होता तो. नियोजक कर्मचारी के विधिक शारिस/नामनिदेशिती को प्रतिकर के रूप में दोनों रकमों के अस्तर के रूप से दोनों रकमों के अस्तर के रूप से दोनों रकमों के
- 8. सामूहिक बीमा स्कीम के उपबंधों में कोई थी संशोधन. प्रावेशिक भविष्य निश्चि अपून्त फरीदाबाद के पूर्व अन्मोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्म- सारियों के हिल पर प्रतिकृत प्रभाव पड़ने की सम्भावना हो, वहां प्रावेशिक भविष्य निधि आय्वत, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का यूक्तियुक्त अवसर देगा।

- 9. यदि किसी कारणवंश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम उस सामृहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायद किसी रीति से कम हो जाते हैं, तो यह रदद की जा सकती है।
- 10. यदि किसी कारणदश, नियोजक उस नियत तारीक के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगढ़ हो जाने दिया जाता है तो, छट रदद की जा सकती है।
- 11. नियोजक द्वारा प्रीमियम के स्वाय में किए गए किमी व्यक्तिक्रम की द्वारा में, उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट र दी गई होती तो उक्त स्क्रीम के अंतर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक एर होगा।
- 12. उक्त स्थापन के गर्बंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सबस्य की मृत्यु होने पर उसके हकदार नाम निवेधितियों/विधिक वारिसों को बीमाकृत रकम का संदार तत्परता में और प्रस्येक दक्षा में भारतीय जीवन बीमा नियम में बीमाकृत रकम प्राप्त होने के एक माम के भीतर सुनिध्चित करेगा।

· [संख्या एस-35014(13)/86-एस . एस . -21

S.O. 705.—Whereas Messrs Super Auto India, Plot No. 58, Sector-6, Faridabad (PN/2967) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

### SCHEDULE

- 1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner. Faridabad maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.
- 2. The employer shall pay such inspection charges as the Central Government may, from time to time direct under clause (a) of sub-section (3A) of Section 17 of the said Act, within 15 days from the close of every month.
- 3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.
- 4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.
- 5. Whereas are employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in

- his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.
- 6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.
- 7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.
- 8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner. Faridabad and where any amendment is likely to effect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.
- 9. Where, for any reason, the employees of the said establishment do not remain covered under the Oroup Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shtll be liable to be cancelled.
- 10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.
- 11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.
- 12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nomince/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim completed in all respects.

INO S-35014(13)[86-SS-H]

का. आ. 706 — मैंसर्स इन्सटादिजन सिसटम्स (आई) प्रा लि., प्लाट नं. 35 इसानपुर. अहामदाशाद (जी जे/14616) (जिसे इससे इसके पश्चाता उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीण उपबंध अधिनियम, 1952 (1952 का 19) (जिसे इससे इसके पश्चाता उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए अवेदन किया है;

और केन्द्रीय मरकार का ममाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी एथक अभिदाय या प्रीमियम का मंदाय किए विना ही, भारतीय जीवन बीसा निगम की सामहिक बीमा स्कीस के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं। और ऐसे कर्मचारियों के लिए यू फायदे उन फायदों से अधिक अनुकूल है। जो कर्मधारी निक्षेप सहुबद्ध गीमा स्कीम 1976 (जिसे इसमें इसके परनाण उक्त स्कीम कहा गया है) के अधीन उन्हें। अनुभेग हैं।

अतः, कंनदीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदस्त शिक्तयों का प्रयोग करते हुए और इसमें उपाइद्ध अनुसूची में विनिध्धिक शतों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अविध के लिए उक्त स्कीम के मभी उपबन्धों के प्रवर्तन में छूट देती हैं।

# अन्समी

- 1. उक्त स्थापन के संबंध में नियोजक प्रावेशिक भिक्य निधि आयुक्त गुजरात को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी मुविधाएं प्रवान करेगा जो केन्द्रीय सरकार, सभय-सभय पर निर्विष्ट करें।
- 2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्यंक माम की समाप्ति के 15 दिन के भीतर मंदीय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के लंड (क) के अधीन समय-समय पर निर्दिष्ट करें।
- 3. सामृहिक बीमा स्कीम के प्रशासन मो, जिसके अंतंगीय लेखाओं का रखा जाना, विवरणियों का प्रस्त किया जाना, बीमा प्रीमियम का सदाय, लेखाओं का अतरण, रिरीक्षण प्रभारी मंदाय आदि भी है, होने शाले सभी व्ययों का वहन नियोजक तारा किया जाएगा।
- 4. नियोजक, केन्द्रीय सरकार द्वारा अन्मोदित सामृहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मूख्य बातों का अनवाद, स्थापन के सचना पटट पर प्रवर्शित करेगा।
- 5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सवस्य है, उसके स्थापन में नियोजिन किया जाता है तो, नियोजिक, सामहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तरन्न दर्ज करेगा और उसकी बाबन आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदन्त करेगा।
- 6. यदि उक्त स्कीम के अधीन कर्मशारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से बिद्ध की जाने की ब्यदस्था करेगा जिससे कि कर्मचारियों के लिए सम्मृहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनकले हो जो उक्त स्कीम के अधीन अनकले हो जो उक्त स्कीम के अधीन अनकले
- 7. सामूहिक बीमा स्कीम में किमी बात के होते हुए भी, यदि किमी कर्मचारी की मृत्य पर इस स्कीम के अधीन संदेय रकम उस रकम में कम् है जो कर्मचारी को उस दशा में संदेय होती जब बह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिदें शिती को प्रतिकर के चए मो दोनों रकमों के अनर के राराबर रकम का संदोय करेगा।
- 8. सामृहिक बीमा स्कीम के उपबंधों में कोई धी संशोदन, प्रादेशिक भविष्य निधि आयुक्त गुजरात के एवं अवमोदन के बिना नहीं किया आएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकृत प्रभाव एड़ने की सम्भावना हो, वहा प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दिष्टकोण स्पष्ट करने का गविस्यक्त अवसर देगा।
- 9. यदि किसी कारणवंश, स्थापन के कर्मधारी, भारतीय जीवन बीमा निगम की उस साम्हिक बीमा स्कीम के, जिसे स्थापन पहले अपना चका है अधीन नहीं रह' जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी गीति में कम हो जाते हैं, तो यह रहद की जा सकती है।

- 10. यदि किसी कारणमधा, नियोजक उस नियंत भारील के भीतर, जो भारतीय जीवन बीमा निगम नियंत करें, प्रीमियम का नवाय करने में असफल रहता है, और पालिसी को ब्यपगत हो जाने दिया जाता है तो, छूट खुद की जा सकती है।
- 11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यक्तिकम की दशा में, उन मृत सदस्यों के नाम निद्दिश्वियों या विधिक वारिमों को जो यदि यह छूट न दी गई होती नो उकत स्कीम के अंतर्गत होते, बीमा फायदों के मंदाय का उन्तरदायित्व नियोजक पर होगा।
- 12. उक्त स्थाएन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निदेशिक्तियों/विधिक दारिसों को बीमाकृत रकम का सदिए नत्परमा से और प्रत्येक दशा में भारतीय जीवन बीमा निर्मा से बीमाकृत रकम प्राप्त होने के एक मास के भीतर मूनिश्चितः करेगा ।

[संख्या एस-35014(11)/36-एस एस -2]

S.O. 706.—Whereas Messrs Instavision Systems (I) Pvt. Limited, Plot No. 35, Isanpur, Ahmedabad, (GJ/14616) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act. 1952 (19 of 1952) (hereinafter referred to as the said Not).

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme):

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

- 1. The employer in relation to the said establishment shall submit such returns to the Regional Provident i-und Commissioner, Gujarat maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.
- 2. The employer shall pay such inspection charges as the Central Government may, from time to time direct under clause (a) of sub-section (3A) of Section 17 of the said Act, within 15 days from the close of every month.
- 3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.
- 4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.
- 5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.
- 6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme

appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

- 7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.
- 8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior and of the Regional Provident Fund Commissioner, Gujarat and where any amendment is likely to effect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.
- 9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner the exemption shall be liable to be cancelled.
- 10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.
- 11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominces or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.
- 12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014(11)/86-SS-II]

का. जा. 707. — मैसर्स मोदी इलीक्ट्रिक मौगूफैक्चरिय क., सोविह्यिस, 33 कस्तूरी रैंगन रोड, जलवरएट, मदास (टीएस/567) (जिसे इसमें इसके एक्चात् उक्त म्थापन कहा गया है) ने कर्मचारी अविषय निधि और प्रकीण उपलेख अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पञ्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए अवेदन किया है;

और केद्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिवाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामृष्ठिक वीमा स्कीम के अधीन जीवन बीमा के रूप में कायदे उठा रहे हैं। और ऐसे कर्मचारियों के लिए ये कायदे उन कर्पदों से अधिक अनकान हैं जो कर्मचारी निक्षेप सहुबद्ध बीमा स्कीम 1976 (जिसे इसमें इसके परसात उक्त स्कीम कहा गया हैं) के अधीन उक्ते अगुजेर हैं;

ं अप: केन्द्रीय सरकार, उक्षा अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रवेत्त शिव्सयों का प्रयोग करते हुए और इससे उधावद्व अनुसूची में विनिर्विष्ट इती के अधीन रहते हुए, उक्स स्थापन को तीन वर्ष की अविध के लिए उवत स्कीम के सभी उपवन्धों के प्रयक्ति में हुट देनी है।

#### अनम्मी

1. उबल स्थापन को संबंध मों नियोजक प्रावेशिक शिव्हिष्य लिधि आयुक्त तिस्तिनमञ्जू को ऐसी विवरणियां शेलेमा अपैर ऐसे लेका 1525 GI 85-13

- रखेगा तथा निर्पक्षण के लिए ऐसी स्विधाए प्रदान करेगा जी केन्द्रोच लएकार, रुक्कण-स्कार र निर्विधन करें।
- 2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक माम की ममाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करें।
- 3. सामृहिक बीमा स्कीम के प्रधासन में, जिसके अंतर्गत लेखाओं का रखा जाना, दिवर्णियों का प्रस्तृत किया जाना, बीमा प्रीमियम का स्दाय, लेखाओं का अंतरण, निरीक्षण प्रभारें संदाय आदि भी है, होने दाले मभी व्ययों का बहुन नियोजक द्वारा किया जाएगा।
- 4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामृहिक शीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, नह उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बानों का अनुवाद, स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।
- 5. यदि कोई ऐसा कर्मवारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का गहने ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजिक, सामिष्ठिक पीमा स्कीम के सदस्य के रूप में उसका नाम तरन्त दर्ज करेगा और उसकी बाबत आधर्मक प्रीमियम भारतीय जीवन बीमा निगम क सदत्त करेगा।
- 6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जातं हैं तो, नियोजक सामृहिक पीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समृचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के निए मामृहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हो जो उक्त स्कीम के अधीन अगजेय हैं।
- 7 मामृहिक बीसा स्कीम मों किसी हात के होते हुए भी, यदि किसी कर्म जारी की मृत्यू पर इस स्कीम के अधीन संदेय रक्षम उस रक्षम से कम है जो कर्म चारी को उस दक्षा मों संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नासनिदेशिती को प्रतिकर के रूप मों दोनों रकमों के अन्तर के रूप में दोनों रकमों के अन्तर के रूप से दोनों रकमों के
- 8. सामृहिक बीमा स्कीम के उपवंधों में कोई भी संशोधन, प्रावेशिक भविष्य रिधि आय्का तिमलनाष्ट्र के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्म- चारियों के हित पर प्रतिकृत पभाव पड़ने की सम्भावना हो, वहां प्रावेशिक भविष्य निधि आयक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना इष्टिकोण स्पष्ट करने का गृक्तियुक्त अवसर देगा।
- 9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम उस सामहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कर हो जाते हैं, तो यह रदद की जा सकती है।
- 10. यदि किसी कारणव्दा, नियोजक उस नियंत तारील के भीतर, जो भारतीय जीवन बीमा नियम नियंत करें, ग्रीसियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छट रद्द की जा सकती है।

- 11. नियोजक द्वारा शिमियम के स्वाय में किए गए किही क्यितिकम की दशा में, उन मृत स्वस्थों के नाम निवेकितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होतों को उपत स्कीम के अंतर्गत होते, बीमा फायदों के मंदाय का उत्तरदायित्व नियोजक एर होगा।
- 12. उक्त स्थापन के संबंध में नियोधका, इस स्कीय के अधीन जाने वाले किसी सदस्य की मृत्यु होने पर उसके हाउधर कर निवेधिक विश्वी को बीकाका रक्षण के रुक्षण सस्परता से अइर प्रत्येक दशा में भारतीय जीवन दीमा नियय से बीमाकृत रकम प्राप्त होने के एक माम के शीर र मृत्यिकित करेगा।

[संख्या एग-35014(9)/36-एस . एस . -23

S.O. 707.—Whereas Messrs Modi Electric Manufacturing Company Modi House, 33 Kasturi Rangan Road, Alwarget, Madras, (TN/5674) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the raid Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the taid Act and subject to the conditions specified in the Schedule annexed hereio, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

#### **SCHEDULE**

- 1. The employer in relation to the said establi-hment shall submit such returns to the Regional Provident Fund Commissioner, Tamil Nadu maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.
- 2. The employer shall pay such inspection charges as the Central Government may, from time to time direct under clause (a) of sub-section (3A) of Section 17 of the said Act, within 15 days from the close of every month.
- 3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts submission of returns, payment of insurance premia, transfer of accounts payment of inspection charges etc. shall be borne by the employer.
- 4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as an inwhen amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.
- 5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necrasary premium in respect of him to the Life Insurance Corporation of India.
- 6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees available under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

- 7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/moninee of the employee as compensation.
- 3. No amendment of the provisions of the Group Insurance Ceheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Tamil Nadu and where any amendment is likely to effect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.
- 9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner the examption shill be liable to be cancelled.
- 10. Where, for any reason, the employer fails to pay the treen un etc. within the due date, as fixed by the Life tocurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.
- 11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Schere but for grant of this exemption, shall be that of the employer.
- 12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure promot payment of the sum assured to the nominee/legal being of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014(9) | 86-SS-II]

# नई दिल्लो, 11 फरवरी, 1986

का॰ था॰ 703.— मैशर्स दी कुम्बक्शाम सिटी पृतियत बैंक लिमिटेड कुम्बक्शाम (टी एत॰ /4123) (जिले इसमें इसके प्रश्वात् उक्त स्थापन कहा गया है) ने कर्मवारी भविष्य तिथि धीर प्रकीर्ण उपअन्ध प्रधितियम 1952 (1952 का 19) (जिसे इसमें इसके पण्वात् उक्त भधितियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिये सायेदन किया है;

श्रीर केन्द्रीय सरकार का रामाधात हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक श्रिवाय या श्रीमिपम का सन्दाय किये बिना ही भारतीय जीवन श्रीमा निगम की जीवन श्रीमा स्कीम की सामृहिक बीमा स्कीम के श्रधीन जीवन श्रीमा के रूप में जो फायदा उठा रहे हैं थे ऐसे कर्मचारियों को उत फायदों से श्रधिक श्रमुकूल हैं जो उन्हें अर्मचारी निक्षेप सहज्ज बीमा स्कीम, 1976 (जिसे इसमें इसके प्रश्वास उक्त स्कीम कहा गया है) के श्रधीन श्रमुजेय है;

श्रतः केन्द्रीय सरकार, उस्त श्रविनियम की धारा 17 की उपधारा (2क) हारा प्रवत्त प्रक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम संज्ञानय की श्रधिसूचना संच्या काल्श्राल 2712 सारीख 1-7-1982 के श्रमुत्तरण में भीर इससे उपावद श्रमुखी में तिनिदिष्ट सतौं के श्रधीन रहते हुए, उक्षा स्थापन को, 27-7-1985 में तीन वर्ष की भ्रयधि के निये जिसमें 26-7-1988 भी सम्मितित हैं, उक्षा स्कीम के सभी उपबन्धों के प्रयत्न से छूट दती है।

### अनुसूची

- 1. जम्म स्थापन के संबंध में नियोजन प्रादेशिक भविष्य निधि भ्रामुक्त, मद्राम को ऐसी विवरणियां भेजेगा भीर ऐसे लेखा रदेगा तथा निरीक्षण के निये ऐसी मुक्थियों प्रदान करेगा जो केन्द्रीय मरकार समय-समय पर गिरिंग्ट करें।
- तियोत्रक, ऐसे निरीक्षण प्रणारों का प्रत्येक मास की समाप्ति के
   विन के भीतर सन्दाय करेगा जो केन्द्रीय मरकार, उकत प्रधिनियम

की <mark>घारा 17 की उप-</mark>धारा (3क) के **खण्ड** (क) के घाधीन समय-समय पर निर्विष्ट करे।

- 3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके प्रन्तर्गन लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का प्रन्तरण, निरीक्षण प्रभागों का सन्दाय प्राधि भी है, होने वाले सभी ब्ययों का बहन नियोजक द्वारा किया जायगा।
- 4. नियोजक, केन्द्रीय गरकार द्वारा यथा धनुमोदित सामृहिक वीमा, स्कीम के नियमों की एक प्रति, धौर शब कभी उनमें संशोधन किया जाये, सब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी गुड्य वातों का प्रजुवाद, स्थापन के गुचना-पट्ट पर प्रदर्शित करेगा।
- 5. यदि कोई ऐसा कर्मवारी, जो कर्मवारी भविष्य निधि का या जयत अधिनियम के भधीन छूट प्राप्त किसी स्थापन का भविष्य निधि का पहले ही सबस्य हैं, उसके स्थापन में नियोजित किया जाता है तो नियोजिक सामूहिक बीमा स्कीन के सदस्य के रूप में उसका नाम सुरन्त दर्ज करेगा और उसकी बाजत भावश्यक प्रीमियम भारतीय जीवन श्रीमा निगम की सन्वल करेगा।
- 6. यदि सामूहिक बीमा स्कीम के प्रधीन कर्मचारियों की उपलब्ध फायदे बट्टाये जाते हैं तो, नियोजक उक्त स्कीम के प्रधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिमसे कि कर्मचारियों के लिये मामूहिक बीमा स्कीम के प्रधीन उपलब्ध फायदे उन फायदों से प्रधिक धनुकूल हों, जो उक्त स्कीम के प्रधीन अनुक्षेत्र सामुक्षेत्र हों, जो उक्त स्कीम के प्रधीन अनुक्षेत्र से ही
- 7. सामूहिक बीमा स्कीग में किसी बात के होने हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के प्रधीन सन्देय रकम उस रकम से कम है जो कर्मचारी की उस दशा में सन्देय होती जब वह उवन स्कीम के प्रधीन होना तो, नियोजक कर्मचारी के विधिक बाल्मि/नाम निर्देणिती को प्रतिकर के रूप में दोनों रकमों के भन्तर के अरावर रकम का सन्दाय करेगा।
- 8. सामृहिक स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भिषय निश्चि स्रायुक्त मद्राम के पूर्व सनुमोदन के बिना नहीं किया जायेगा । धौर जहां किसी संशोधन से कर्मैचारियों के हिन पर प्रतिकृत प्रभाव पढ़ने की संगानना हो यहां, प्राटेतिक, भविष्य निधि शायुक्त, अवदा सनुमोदन देने से पूर्व कर्मचारियों को श्रवना दृष्टिकोण स्पष्ट करने का युक्तियुक्त स्रवसर देगा।
- 9. मदि किसी कारणवण, स्थापन के कर्मचारी, भारतीय जीघन बंम निगम को उम सामूहिक बंमा स्कंम के, जिसे स्थापन पहले प्रपत्ता चुक्री है प्रधीन नहीं रह जाते हैं, या इस स्कीग के प्रधीन कर्मचारियों को प्राप्त होने बाले फायदे किसी रीति से कम हो जाते हैं, सो यह छूट रह की जा सकती हैं।
- 10. यदि किसी कारणवण, नियाजक भारतीय जीवन बीमा नियम बारा नियन तारीख के भीतर प्रीमियम का सन्दाय करने में प्रसफल रहना है, भीर पालिसी की व्ययगत हो जाने दिया जाता है तो छूट रह की जा सकती है ।
- 11. नियोजक द्वारा प्रीमियम के सन्वाय में किये गये किसी व्यतिकम की दणा में, उन मृत नदस्यों के नाम निर्देशितियों या विधिक वािसों को जो यदि यह, छूट न दी गई होती तो उत्तर स्कीम के अन्तर्गत होते बीमा फायदों के सन्दाय का उत्तरदायिख नियोजक पर होगा।
- 12. इस -स्कीम के अधीन धाने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नाग निर्देशिती/ विधिक वारिसों को उस राशि का सन्दाय सस्परता मे और प्रत्येक दशा

भें हर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[सद्या एस-35014(41)/82-एस एस -2]

S.O. 703.—Whereas Messrs The Kumbakonam City Union Bank, Ltd. Kumbakonam (1N/4123) therematier referred to as the said enablishment, have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (here nafter referred to as the said Act).

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in empoyment of benefits under the Group Insurance Scheme of the Lite Insurance Scheme of the Lite Insurance Scheme of the Lite Insurance Corporation of the India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Licked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and in continuation of the notification of the Government of India in the Ministry of Labour, S.O. 2712 dated the 1-7-82 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said bying the for a further period of three years with effect from 27-7-1985 upto and inclusive of the 26-7-1988.

- 1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Madras and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.
- 2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act within 15 days from the close of every month.
- 3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.
- 4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language or the majority of the employees.
- 5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.
- 6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.
- 7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be nayable had envisive been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.
- 8. No amendment of the provisions of the Group Insurance Scheme; shall be made without the prior approval of the Regional Provident Fund Commissioner, Madras and where any amendment is likely to affect adversely the interest

of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

- 9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.
- 10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.
- 11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.
- 12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee or the Legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/41/82-PF.H(SS.H)]

का. बा. 709. मैसर्स नेशनल मिनर्ल दिबलेपमेंट कोर्पो-रेशन लिमिटेड सनिज भवन, 10-3-311/ए, काण्टल हिल्स, मस-बटेक, हैदराबाद-500004 (ऐ. पी. /3676) (जिसे इसमें इसके परचात् उवत स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके परचात् उक्त अधिनियम कहा गया है) की धारा 17 की उप-धारा (2-क) के अधीन छूट दिए जाने के लिए अबेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रौमियम का संदाय किए किना ही, भारतीय जीवन बीमा निगम की जीवन बीमा स्क्रीम की सामृहिक बीमा स्क्रीम को अधीन जीवन बीमा के रूप में जो फायदा उठा रहें हैं वे एसे कर्मचारियों को उन फायदों से अधिक उन्कूल है जो उन्हें कर्मचारी निक्षेप महबद्ध बीमा स्क्रीम, 1976 (जिसे इसमें इसके पश्चास उक्त स्क्रीम कहा गया है) के अधीन अनक्षय हैं ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रवत्त शिक्सयों का प्रयोग करते हुए और भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का आ 3382 तारीख 30-8-1982 को अनुसरण में और इससे उपाबद्ध बनुसूची में विनिर्विष्ट शतों के अधीन रहते हुए, उन्तर स्थापन को, 25-9-1985 से तीन वर्ष की अवधि के लिए जिसमें 24-9-1988 भी सम्मिलित है, उक्त स्कीम के सभी उपबन्धों के प्रवतन से छूट देती हैं।

# अनुसूची

- 1. उक्त स्थापन के सम्बन्ध में नियोजक प्रावेशिक भविष्य निधि आयुक्त आंध्र प्रदेश को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सूविधाए प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निविष्ट करे।
- 2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मान की ममाप्ति को 15 दिन को भीतर संदाय कारोग जो कोन्द्रीय सरकार उच्त अधिनियम की भारा 17 की उप-भारा (3-क) को अधिन समय-समय पर निर्दिष्ट कारों।
- 3. सामृष्टिक नीमा स्कीम के प्रशासन में, जिसके अन्दर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, नीमा

शीमियम का संवाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों संदायं आदि भी हैं, होने वाले सभी ब्ययों का यहन नियोजक द्वारा किया जाएगा।

- 4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमांदित साम्हिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उम संशोधन की प्रति तथा कर्मचारियों की बहु-संस्था की भाषा में उसकी मृख्य बातों का अनुवाद, स्थापन के कृषना पट्ट पर प्रविधित करेगा।
- 5 यदि कोई ऐसा कर्मभारी, जो कमचारी भविषय निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविषय निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजिक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरस्त दर्ज करेगा और उसकी बादत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सदत्त करेगा।
- 6. यदि सामृहिक बीमा स्कोम के अधीन कर्मचारियों को उप-लब्ध फायदे बढ़ाए आते है तो, नियोज्क उवत स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समृचित रूप से बृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामृहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायवों से अधिक अनुकृत हों, जो उक्त स्कीम के अधीन अनुकृत्य हैं।
- 7. मामूहिक बीमा स्कीम में किसी बात के होते हुए भा, यदि किसी कर्मचारी की मृत्य पर इस स्कीम के अभीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में सम्देय होती, जब वह उदत स्कीम के अभीन होता तो, नियोजक कर्मचारी के विधिक वारिम/नाम निदेशित को प्रतिकर के न्य में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।
- 8. सामूहिक स्कीम के उपबन्धों में कोहें भी संशाधन, प्रावेशिक अविषय निधि आयुक्त आंध्र प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकृत प्रभाव पड़ने की संभावना हो वहां, प्रावेशिक अविषय निधि आयुक्त अपना अनुमोदन देते से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तिस्वत अवसर देगा।
- 9. यवि किसी कारणवश, स्थापन के कर्मांचारी, भारतीय जीवन बीमा निगम को उस सामृहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चूका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी गीति से कम हो जाते हैं, तो यह छुट रवुद की जा सकती है।
- 10. यदि किसी कारणवा नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख को भीतर प्रीमियम का सन्दाय अरू में असफल रहता है, और पालिसी को व्ययगत हो जाने दिया जाता है तो छुट रहद की जा सकती है।
- 11. नियोजक द्वारा प्रीमियम के संवाय में किए गए किसी व्यक्तिकम की दशा में, उन मृत सदस्यों के नागनिदें शिक्तियों या विधिक बारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायवों के संवाय का उत्तरवायित्व नियोजक पर होगा।
- 12. इस स्कीम के अधीन आने वाले किसी स्वस्य की मृत्यू हरे पर भारतीय जीवन वीमा निगम. बीमांकृत राश्चि के हकदार ताम निव्योधिती/विधिक वारिसों को उस राश्चि का सन्धाय ततपरता से और प्रत्येक दशा में हर प्रकार से पूर्ण वाबे की प्राप्ति

# के एक मास के भीतर सुनिधियत करेगा।

[सं. एस-35014/110/82-एस.एस.-2]

S.O. 709.—Whereas Messrs National Mineral Development Corporation Limited, Khanij Bhavan, 10-3-311/A Castle Hills, Masabtank, Hyderabad-500004 (AP/3676) (hereinafter reterred to as the said establishment) have applied for exemption under subsection (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions A.L. 1952 (19 of 1952) (hereinafter referred to as the said Acti.

And whereas the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Scheme of the Life Insurance Corporation of the India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and in continuation of the notification of the Government of India in the Ministry of Labour, S.O. 3382 dated the 30-8-1982 and subject to the conditions specified in the S. hedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 25-9-1985 upto and inclusive of the 24-9-1988.

### SCHEDULE

- 1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Andhra Pradesh maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.
- 2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act within 15 days from the close of every month.
- 3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.
- 4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language or the majority of the employees.
- 5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment, exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.
- 6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.
- 7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.
- 8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Pund Commissioner, Andhra Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner

shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

- 9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.
- 10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.
- 11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.
- 12. Upon the death of the members covered under the Scheme the Lite Incurance Corporation of India shall ensure prompt payment of the sum assured to the nominee or the Legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S. 35014/110/82-PF II (SS. II)]

का. आ. 710. — मैसर्म लारशन एण्ड टोबरो लिमिटेड, पौवाई वर्कस, साकी बीहार रोड, बम्बई-400072 (एम. एच./424) (जिसे इसमे इसके परचात् उक्त स्थान कहा रया है) ने कर्मचारी भविष्य निधि और प्रकीण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके परचात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दियों जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उदश स्थापन के कर्मचारी किसी पृथक अभिदाय या प्रौमियम का संदाय किए कीना ही, भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम की सामृहिक बीमा स्कीम के अधीन जीवन बीमा हो रूप में जो फायचे उठा रहे हैं वे ऐसे कर्मचारियों को उन फायचों से अधिक अनुकृत हैं जो उन्हें कर्मचारी निक्षेप सहद्व बीमा स्कीम, 1978 (जिने इसमें इसके पश्चात् उदा स्कीम कहा गया हैं) के प्रधीन उन्हें अमुक्रेय हैं ;

अतः केंद्रीय सरकार, उक्त अधिनियम की धारा 17 भी उपधारा (2क) द्वारा प्रदास हिक्सियों का प्रयोग करले हुए और भारत सरकार के अम मंत्रालय की अधिसूचना संख्या का. 3395, तारीख 2-9-1982 के अन्गरण में लौर इससे उपावस अग्सूची में विनिर्विष्ट हातों के अधीन रहते हुए, उक्त स्थापन को, 25-9-1985 से तीन वर्ष की अवधि के लिए जिसमें 24-9-1988 भी सम्मिलित है, उक्त स्थीस के सभी उपबन्धों के प्रवर्तन से छूट देती हैं।

#### अन्स्ची

- १. उवत स्थापन के संबंध में नियोजक प्रावेशिक भविषय निधि आग्वत, बमाई को ऐसी दिवसणियां गंजंगा अने ऐसे लेखा रखेगा तथा गिरीक्षण के लिए ऐसी स्विधाएं प्रदान करेगा जो कंद्रीय सरकार, समय-समय पर निविध्य करें।
- 2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक कास की समाप्ति के 15 दिन के थीतर संबाध करेंगा जो केन्द्रीय मरकार. उक्त जिल्लिक्य की भारा 17 की उप-धारा (3-क) के लण्ड (क) के अधीन मस्य-समय पर निष्टिष्ट करें।

[PART II—SEC. 3(ii)]

- 3. सामृष्टिक बीमा स्कीम के प्रवासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवर्णाणयों का प्रस्तृत किया जाना, नीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभायों का संदाय आवि भी है, होने बाले सभी व्ययों का बहुन नियो- कक द्वारा किया जाएगा।
- 4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामृहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संबोधन किया जाए तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मृख्य बातों का अनुवाद संस्थान के सूचना पट पर प्रदर्शित करगा।
- 5. यदि कोई एसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन को भविष्य निधि का पहल हो सदस्य हो उसके स्थापन मा निया- जिल किया जाता है तो नियोजक गामृहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम का संदत्त करेगा।
- 6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उप-लब्ध फायदों बढ़ाये जाते हो तो, नियाजक उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समूचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदों उन फायदों से अधिक अनुकृत हों जो उक्त स्कीम के अधीन अनुश्रेय हैं।
- 7. सामृहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता हो, नियो-जिक कर्मचारी के विधिक वारिस/नाम निदेंशिक्षी को प्रतिकार के स्प में दोनों रकमों के अन्तर के बराबर रकम का संवाय करेगा।
- 8. सामृहिक स्कीम के उपबन्धों में कोई भी संशोधन, प्रावेशिक भविषय निधि आयुक्त, बम्बई के पूर्व अनुमोदन के दिना नहीं किया आएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकृत प्रभाव पड़ने की सम्भावना हो, वहां प्रावेशिक भविषय निधि आयुक्त अपना अनुमोपन देने से पूर्व कर्मचारियों को अपना बृष्टिकोण स्पष्ट कन्ने का युक्तिगुक्त अबसर देगा।
- 9. यदि किसी कारणवश, स्थापन के कर्मचारी, भाराधि जीवन वीमा निगम की उस सामृद्धिक बीमा खीम के, जिसे स्थापन पहले अपना मुक्ता है अधीन नहीं रह जाते हैं, या उसे स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किणी रीति से कम हो जाते हैं, तो यह छूट रव्य की जा सकरी है।
- 10. यदि किसी कारणवश नियोजक भारतीय जीवन बीमः निगय द्वारा नियत तारीख के भीतर प्रीमियम का सन्दाय करने में असफल रहता है, और पालिसी को व्ययगत हो जाने दिया जाता है तो छूट रद्ध की जा सकती हैं।
- 11. नियोजक द्वारा प्रीमियम के संदाय में किए एए किसी क्यरिकम की दक्षा में, उन मृत सदस्यों के नाग निदेशितियों या विधिक वारिमों को जो यदि यह छूट न वी गई होती तो उक्त स्तीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायिक नियोजक पर होंगा।

- 12. इस स्कीम के अधीन आने वाले किसी स्वस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकवार नाम निदिंशित/विधिक धारिसों को उस राशि का संदाय तत्परता से और प्रत्येक दका में हर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर सुनिश्चित करोगा।
  - [सं. एस-35014/140/82-पी. एक. -2/एस. एस. -2]
- S.O. 710 Whereas Messrs. Larsen & Toubro Limited, Powai Works, Saki Vihar Road, Bombay-4000/2 (M11/424) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act).

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Scheme of the Life Insurance Corporation of the India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and in continuation or the notification of the Government of India in the Ministry of Labour, S.O. 3395 dated the 2-9-1982 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 25-9-1985 upto and inclusive of the 24-9-1988.

- 1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Bombay and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.
- 2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act within 15 days from the close of every month.
- 3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.
- 4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salent features thereof, in the language or the majority of the employees.
- 5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately ented him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.
- 6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.
- 7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal helphominee of the employee as compensation.

- 8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Bombay and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.
- 9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.
- 10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.
- 11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.
- 12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominer or the Legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/140/82-PF, II(SS-II)]

का. था. 711: — मैससं बैल्लोर को-ओपरेटिय गुगर निया किनिटेड निरूबेलम एन. ऐ. डिस्ट्रीक तमिलनाडु (टी. एन. / 11117) (जिसे इसमें इसके पश्चात उकत स्थापन कहा गया है) ने कर्मनारी भिष्ण्य निधि और प्रकृष्णं उपबंध अधिनियद, 1952 (1953 का 19)(जिसे इनमें इसके पश्चात् अका अधिनियन कहा गाम हैं) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जोने के लिए ग्राविदन किया है;

और केरश्रीय सरकार का समाधान हो। गया है कि उक्त स्थापन के धर्मकारी किसी पृथक अभिदाय या श्रीनियम का सन्वाय किए बिना ही, धारतीय जीवन बीमा नियम की जीवन बीमा स्कीम की सामूहिक बीमा स्कीन की अधीन जीवन बीमा के रूप में जो फायदा उठा रहे है वे ऐसे अमैदारियों को उन कायदों से अधिक अनुकूल है जो उन्हें कर्मचारी निक्षेप सहबब बीमा स्कीम, 1976 (जिसे इपमें इसके पण्यात उक्त स्कीम कह गया है) के अशीन अनुक्षेय है;

नतः केद्धीत नरहार, उदन प्रजिनियमकी धारा 17 की उत्तारा (2क) द्वारा प्रदश्त सिनमों का नामि करने हुए और भारत नरजार के श्रम मंत्रालय की अधिपूचना संज्या का . जा. 3609, नारीख 27-9 1982 के प्रन्तरण में और इसी उपावद प्रतृसूची में विनिधिष्ट एतीं के श्रवीन रहते हुए, उक्त स्थापन को, 16-10-1985 से तीन वर्ष की अविधि के लिए जिसमें 15-10-1988 भी सम्मिलित है, उक्त स्कीम के समी उपवस्थों के प्रवान से छुट देती है।

### श्रन्यूषी

- उक्त स्थापन के सम्बन्ध में नियोजन प्रादेशिक भविष्य निधि धायुक्त, तमित्रलाड, को ऐसी विधरणियां भेजेशा और ऐसे लेखा रखेगा तथा निरोक्षण के लिए ऐसी मुक्तिशएं प्रदान करेगा जो केन्द्रीय शरकार शमय-समय पर निर्दिष्ट करें।
- 2. नियोजक, ऐसे निरीक्षण प्रभागों का प्रत्येक मारा की समाप्ति के 15 दिन के भीतर अन्दाय गरेगा जो केन्द्रीय नरहार, उक्त अविनिधम की धारा 17 की उपप्रारा (35) के खण्ड (फ) के अप्रीन गाय-समय पर निविष्ट करें।
- 3. प्रमृद्धि बोमा रुकीन के प्रशासन में, जिसके अन्तर्गत नेखाओं का श्री कर्ता. निर्मास क्ष्म प्रभुत किस अन्तर, सोना सोनियम का सरस्य, नेकार्सका जन्तरण, निरीकण प्रवारों का सन्तर्य स्नादि सी है. ोने कर्त जना सार्ध कायह निरास सार्घ केस वाहार।

- 4. नियोजका, केन्द्रीय संरक्षार हारा यथा अनुमोदित सामृहिक बीमा स्कीम के निक्षों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, प्रथ उस संशोधन की प्रति तथा कर्नदारियों की बहुतंक्या की भाषा में उसकी मुख्य बाती का अनुवाद स्थापन के सुद्धना पट्ट पर प्रदर्शित करेगा।
- 5. यदि कांई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का था उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन का भविष्य निधि की पहले हैं। गवस्य हैं, उसके स्थापन में नियोजित कियो जाता है तो नियोजिक स्मृहिए बीमा स्कीम के सदस्य के रूप में उसका नात्र मुस्तत दर्ज करेगा और उसका बाबज श्रावस्थक मीसियम भारकीय जीधन बीमा नियम को सन्दरत करेगा।
- 6. यदि गांमूहिक बीला स्कीय के भ्रवीत कर्मेचारियों को उपलब्ध फायदे बढ़ावें जाते हैं तो, नियाजक उकत स्कोम के श्रयीन कर्मेचारियों को उपलब्ध फायदों में समुचित रूप से तृद्धि की जाने की ध्यवस्था करेगा जिगसे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के श्रयीन उपलब्ध फायदे उन फायदों से अधिक श्रतुकूत हों, जो उकत स्कीम के श्रयीन अनुक्षेय हैं।
- 7. सातू हिक बीमा स्कीम में तिसी बात के होते हुए भी, यदि किसी कर्मचारों की मृत्यु पर इस स्कीम के अधीन सन्देय रक्तम उस रक्तम से कम है जो कर्मचारों को उस दशा में सन्देय होती जब वह उक्त स्कीम में अधीन होता ती, नियोजक कर्मचारों के विधिक बारिस/नाम निर्देशिती को प्रतिकर के रूप में दोनों रक्तमों के अन्तर के बराबर रक्तम का सन्दाय करेगा।
- 8. सामूहिक स्कीन के उपबन्धों में कोई भी संशोधन प्रावेशिक भिविष्य निधि आयुक्त तिनल नाडु के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हिल पर प्रतिकृत प्रभाव पड़ने को संभावना हो वहां, प्रावेशिक भविष्य निधि आयुक्त, अपना अनुमोदन केने से पूर्व कर्मचारियों को अपना वृष्टिकाण स्पष्ट करने का युक्तियुक्त अवसर वेगा।
- 9. यदि किसी कारणवार, स्थापन के कर्मजारी, भारतीय जीवन बीमां निगम को उस सामूहिक बीमा स्काम के, जिसे स्थापन पहले धपना जुका है अजीन नहीं रह जाते हैं, या इस स्काम के घधीन कर्मवारियों को प्राप्त होने वाले फायदे किसा रीति से क्षम हो जाने हैं, सो यह छूट रद्द की जा एकसी है।
- 10. यदि िक्सी कारणनश, नियोजक भारतीय जीवन बीमा निगम द्वारा-नियन तारोख को भीतर प्रीमियन का सन्दाय करने में अधिकल रहता है, और पालियों को व्ययमत दो जाने विया जाता है तो छूट रद्द की जा सक्ती है।
- 11. नियोजक द्वारा प्रीमियम के सन्दाय में किए गए किसी व्यक्तिक्रम की दशा में, उन मृत सदस्यों के नामनिर्देशिक्षियों या विधिक वारिसों की जो यदि यह, छूट न दी गई होती तो उकत स्कीम के क्रन्तर्गत होते, बीमा फायदों के नन्दाय का उस्तरदायित्व नियोजक पर होगा।
- 12. इन स्कीम के मधीन भाने वाले किसी शदस्य की मृत्य होने पर मारतीय जीवन गीमा निगम, बीमाइत राणि के हक्षदार नाम निदंशिती/ विकित वारिमों को उन राणि का सन्दाय तत्परना से और प्रत्येक दशा में एर प्रांगर से पूर्ण दाये की प्राप्ति के एक भाम के भीतर सुनिशियत करेगा।

[संख्या एस-35014 /107 /83-एस. एस-2]

S.O. 711.—Whereas Messrs. The Vellore Co-operative Sugar Mills Ltd. Tiruvalam N. A. District Tamil Nadu (TN/11117) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Punds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act).

ance Corporation of India, and the policy is allowed to large,

the exemption is liable to be cancelled.

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group insurance Scheme of the Life Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Schome);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and in continuation of the notification of the Government of India in the Ministry of Labour, S.O. 3609 dated the 27-9-82 and subject to the conditions specified in the Schedule annexed nereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 16-10-1985 upto and inclusive of the 15-10-1988.

#### **SCHEDULE**

- 1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Tamil Nadu and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.
- 2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act within 15 days from the close of every month.
- 3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia transfer of accounts, payment of inspection charges etc. shall be borne by the employer.
- 4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language or the majority of the employees.
- 5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment, exempted under the said Act, is employed in his establishment, the employer shall immediately cnrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.
- 6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.
- 7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.
- 8. No amendment of the provisions of the Group Insurance Scheme; shall be made without the prior approval of the Regional Provident Fund Commissioner, Tamil Nadu and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.
- 9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Ir surance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.
- 10. Where, for any reason, the employer fails to nay the premium etc. within the due date, as fixed by the Life Insur-

- 11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.
- 12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee or the Legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014]107]82-PF. II(SS-II]

का. था. 712.--मगर्स लिया टैक्सटाईल्स 22/5, हायपसार इण्डस्ट्रोयल एस्टेट, पूना-411013 (एम. एच. / 11443) (जिसे इसमें इसके परचात उकत स्थापन कहा गथा है) ने कर्मचारी भविष्य निधि और उकार्ण उपबन्ध अधिनियम, 1952 (1952 दा 19) (जिसे इसमें इसके परचात् उकत अधिनियम कहा गया है) का धारा 17 भी उपधारा 2(क) के अधीन छूट दिए जाने के लिए छोबेदन किया है;

और केन्द्रीय सरकार वा सनाधान हो गया है कि उकर स्थापन के कर्मचारी किसी पृथक अभिदाय वा प्रोमियम का सन्दाय किए बिना ही, भारतीय जीवन बीना निशम की जीवन बीमा स्कीम की सामृष्टिक बीमा स्कीम की सामृष्टिक बीमा स्कीम के अधिन जीवन बीमा के रूप मे जो फापवा उठा रहे हैं वे ऐसे कर्मचारियों को उन-कायवों से अधिक अनुकूल हैं जो उन्हें अमेंचारी निश्चेष सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात उकन स्कीम कहा गया है) के अधीन अनुनेय है ,

बत: केन्द्रीय संरक्षार, उसत प्रवित्यिम की धारा 17 को उपवास (2क) द्वारी-प्रदत्त प्रक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम मंत्रालय के प्रिम्चना संदर्भ का, श्रा. 1704 नारीख 12-:-1983 के अनुतरण में ओर इससे उपायद्ध अनुसूची में विनिर्दिष्ट एती के प्रधीन रहते हुए, उस्त स्थापन को, 26-3-1986 से तीन वर्ष के प्रवीध के लिए जिसमें 25-3-1989 भी सम्मिलित है, उस्त स्कीम के सभी उपवन्धों के प्रवर्तन से छूट देती है।

### श्रमुची

- . उस्त स्थायन के सम्बन्ध में नियोजन प्रदिशिक भिथिष्य निष्ठिं आयुक्त पूना को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा सबा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय धरकार समय-समय पर निविध्ट करे।
- 2. नियोजक, एसे निरीक्षण प्रभारों का प्रश्येक भाभ की सभाभित के 15 दिन के भीतर सन्दाय करणा जो केन्द्रीय सरकार, उनत अिंकनियम की धारी 17 की उपधारी (3क) के खण्ड (क) के प्रधीन समय-समय पर निरिद्ध कर।
- 3. सामूहिक वीला स्क्रीम के प्रशासन में, जिसके प्रश्नमंत सेखाओं का स्वा जाता, विश्व पियों का प्रस्तुत किया जाता, विश्व पियम का सन्दाश, लेखाओं का अस्तरण, निरक्षिण प्रमारों का सन्दाय आदि भी है, होने वाले अभी व्ययों का बहुन नियोजक द्वारा किया आएगा।
- 4 नियोजित, केन्द्रीय गरफार द्वारा यथा धनुमोदित सामूहिक बीमा । स्कोम के नियमों की एक प्रति, और अब कभी उनमें संशोधन किया आहे, अब उस संगाधन की प्रति तथा कर्मधारियों की बहुमंख्या की भाषा में उन्हों मुख्य बातों का धनुवाद, स्थापन के सूनना पट्ट पर प्रदक्षित करेगा।
- 5 यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के प्रधीन छूट प्राप्त किसी स्थापन का गोविष्य निधि का पहले ही स्वस्य है, अपने स्थापन में नियोजित किया जाना है तो नियोजिक नामृहिक बीमा स्कीम के सबस्य के रूप मे उनका नाम तुरस्त वर्ष करेगा और उनकी बाबत आवश्यक प्रोक्षियम भारतीय जीवन बीमा नियम की सन्दान प्रोशी।

- 6 यदि सामृहिष बीभा स्कीम के घटीन कर्मचारियों को उपलब्ध कायदे बहाये जाते हैं तो, नियाजक उक्त स्कीभ के श्रधीन पर्मचारियों को उपलब्ध कायदों में समृचित रूप से वृद्धि की जॉने की व्यवस्था करेगा जिलेसी कि कर्मचारियों के लिए सामृहिक बीभा स्कीभ के घटीन उपलब्ध कायदे उन कायदी से श्रधिक धनुकूल हों, जो उक्त स्कीम के घटीन अनुकोग हैं।
- 7. सामूहिक बीमा स्कीम में फिसी बात के होते हुए भी, यदि किसी कमें बारी की मृत्यु पर इस स्काम के अबीन सन्वेय रकम उस रकम से अम है जो कमें बारी की उस दण में सन्देय होती जब वह उसन स्कीम के अबीन होता तो . नियोजक कमें बारी के विधिक्त वारिस / नाम निर्देशिती को प्रतिकर के रूप में दोनों रकमों के अस्तर के बराबर रकम का सन्दाय करेगा।
- 8. सामूहिक स्कीम के जनबन्धों में कोई मी संशोधन, प्रावेशिक मिवल्य निश्चित्र, प्रवेशिक मिवल्य निश्चित्र, प्रवेशिक मिवल्य निश्चित्र, प्रवेशिक मिवल्य निश्चित्र, प्रवेशिक में को संगोधन से कंग्नेच।रियों के हित पर प्रतिकृत प्रभाव पड़ने को संमावना हां बहा, प्रावेशिक भिवल्य निश्चित्र प्रावृक्त, भपना अनुमोदन देने से पूर्व कर्मवारियों को अन्ता रृष्टिकोण स्वब्द क्षरने का युक्तयुक्त अवस्र देगा।
- 9. यदि किसी कारणवरा, स्थापन के अर्मवारी, भारतीय जीवन वीमा निगम को उस सामूहिक थीमा स्कीम के, जिसे स्थापन पहले अपना चुका है प्रधोन नहीं रह आते. हैं, या इस स्कीम के अर्धान कर्मवारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं तो यह छूट रद्द की या सकती है।
- 10. यदि किसी कारणत्रमा, नियोजक भारतीय जीवन योगा नियम द्वारा नियत तारीख के भीतर प्रीमियम का सन्दाप करने में प्रसकत रहता है, जोर पालिसी को व्यागत हो जाने दिया जाता है तो खूट रह्द की जा सकती है।
- 11. नियोजक द्वारा प्रीक्षियम के सन्दाय में किए गए किसी व्यति-कम की दशा में, उन मृत संबंध्यों के नाम निर्देशितियों या विधिक विरिक्षों को जो यदि ग्रह, छूट न दो गई होती तो उक्त स्कोम के प्रश्तर्गंत होते, बीमा फायदों के तथाय का उत्तरशियश्व नियोजक पर होगी।
- 12 इस स्कोन के प्रश्नोन जाने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राणि के हरुदार नाम निर्देशिती/ विधिक वारिसों को उस राणि का सन्दाय तत्परता से और प्रस्पक दणा में हर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर मृतिश्वित फरेगा।

[संख्या एस - 35014 (51) /83-एस. एस-2]

S.O. 712.—Whereas Messrs, Leo Textiles 22/5 Hadapsar Industrial Estate, Poona-411013 (MH/11443) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance Corporation favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and in continuation of the notification of the Government of India in the Ministry of Labour, S.O. 1704 dated the 12-3-83 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said established GI 85—14

lishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 26-3-1986 upto and inclusive of the 25-3-1989.

#### SCHEDULE

- 1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Poona and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.
- 2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act within 15 days from the close of every month.
- 3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.
- 4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.
- 5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay recessary premium in respect of him to the Life Insurance Corporation of India.
- 6. The employer shall arrange to enhance the henefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.
- 7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount pavable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.
- 8. No amendment of the provisions of the Group Insurance Scheme; shall be made without the prior approval of the Regional Provident Fund Commissioner Pooragand where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.
- 9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.
- 10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the noticy is allowed to lapse, the exemption is liable to be cancelled.
- 11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.
- 12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt nayment of the sum assured to the nominee or the legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S. 35014/51/83-PF.II(SS.II)]

का० त्रा० 713 मोनसं स्पिका प्लास्टिक, 22, 2, ई्रांदपसार, इण्डस्ट्रीयल एस्टेट, पूना—411013 (एम. एक./7964) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मनारी भविष्य निधि श्रीर प्रकीण उपन्वत्व श्रीविन्यम, 1952 (1952 का 19) जिसे इसमें इसके पश्चात उक्त श्रीविन्यम कहा गया है) की श्रारा 17 की उपवारा (2क) के श्रीन छूट दिए जाने के लिए श्रीवेदन किया है;

धौर केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक प्रशिदाय या प्रीमियम का संवाय किए बिना ही, भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम की मामूहिक बीमा स्कीम के प्रधीन जीवन बीमा के रूप में जो फायवा उठा रहे हैं वे ऐसे बर्मचारियों को उन फायदों से प्रधिक धनुकूल हैं जो उन्हें कर्मचारी निस्नेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात उक्त स्कीम कहा गया है) के घ्रधीन धनुक्षेय हैं;

भतः केन्द्रीय सरकार, उत्तर भिश्चितियमं की धारा 17 की उपधारा (2क) द्वारा प्रदश्त शिक्तयों का प्रयोग करते हुए भारत सरकार के श्रम मंत्रालय की भ्रिधसूचना संख्या का॰ भा॰ 1792 तारीख 12-3-1983 के भ्रमसरण में और इससे उपाबद भ्रमसूची में विनिर्दिष्ट भरतों के अधीन रहते हुए, उबत स्थापन को 26-3-1986 से तीन वर्ष की भवधि के लिए जिसमें 25-3-1989 भी सम्मिलित है, उबत स्कीम के सभी उप-बन्धों के प्रवर्तन से छुट देती है।

### **शनुसूची**

- उक्त स्थापन के संबंध में नियोजन प्रावेशिक भविष्य निधि प्रायु-क्त पूना को ऐसी विवक्तिणयां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रवान करेगा जो केन्द्रीय मरकार समय-समय पर मिविष्ट करे।
- 2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त भ्रधिनियम की द्वारा 17 की उप-द्वारा (3क) के खंड (क) के भ्रधीन समय-समय पर निर्दिश्ट करे।
- 3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अंतर्गत लेखाओं का रखा जाना, विवाणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण निरीक्षण प्रभारों का संदाय प्रावि भी है, होने वाले सभी क्यमी का वहन नियोजक द्वारा किया जाएगा।
- 4. नियोजक, केन्द्रीय सरकार द्वारा यथा प्रनुमोदित सामृहिक बीमा स्कीम के नियमों की एक प्रति, प्रौर जब कभी उनमें संबोधन किया जाए, तब उस संबोधन की प्रति तथा कर्मनारियों की बहुसंख्या की भाषा में उसकी मृक्य बाक्षों का ग्रनुवाद, स्थापम के सूचना-पट्ट पर प्रद्यांत करेगा।
- 5. यदि कोई ऐसा कर्मनारी, जो कर्मनारी भविष्य निधि का या उक्त श्रिधिनियम के भ्रधीन खूट प्राप्त किसी स्थापन के भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजिक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरस्त दर्ज करेगा होर उसकी बाबत प्रावण्यक प्रीमियम भारतीय जीवन बीमा निगम को संदरत करेगा।
- 6. यदि सामृहिक बीमा स्कीम के घष्टीम कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो नियोजक उक्त स्कीम के घष्टीन कर्मचारियों को उपलब्ध फायदों में समृजित रूप में वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामृहिक बीमा स्कीम के घष्टीन उपलब्ध फायदे उन फायदों से घष्टिक अनुकूल हों, जो उक्त स्कीम के घष्टीन घनु— क्षेय हैं।
- 7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यू पर इस स्कीम के मधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के मधीन

- होता सो, नियोजक कर्यचारी के विधिक वारिस ∫नाम निर्देशिकी की प्रतिकर के रूप में दोनों रकमों, के अंतर के बराबर रकम का संदाध करेगा।
- 8. सामृहिक स्कीम के उपबन्धों में कोई भी संगोधन, प्रारंशिक सिवृध्य तिधि ब्रायुक्त पूना-के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संगोधन से कर्मचारियों के हित पर प्रतिकृत प्रभाव पदने की संभावना हो वहां, प्रादेशिक भनिष्य निधि ब्रायुक्त, ग्रंपमा बनुमोदन देने से पूर्व कर्मचारियों को ग्रंपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।
- 9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले भ्रषना चुका है अग्रान नहीं रह जाते हैं, या इस स्कान के अवान कर्मचारियों को प्राप्त हैं। वाले कायवे किसी रीति से कम हो जाते हैं, तो यह छूट रह की जा सकती हैं।
- 10. यदि किसी कारणकण, नियोजक भाग्तीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का संदाय करने में अयफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है सो छूट रह की जा सकती है।
- 11. नियोजक द्वारा प्रीमियम के संवाय में किए गए किसी व्यक्तिकम की वशा में, उन मृत सदस्यों के नामनिर्वेशितियों या विधिक बारिसों की जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अंतर्गत होते, बीमा फायदों के संवाय का उत्तरदायिख नियोजक पर होगा।
- 12. इस स्कीम के प्रधीन घाने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम कीमाकृत राशि के हकदार नाम निर्देशिती/ विधिक बारिसों को उस राशि का संवाय तत्परता से घौर प्रत्येक दशा में हर प्रकार से पूर्ण दावे की प्रान्ति के एक मास के घीतर सुनिश्चित करेगा।

[संख्या एस-35014(54)/83-एस.एस.-2]

S.O. 713.—Whereas Messrs. Spica Plastic 22/2 Hadapsar Industrial Estate, Poona-411013(MH<sub>1</sub>7964)(hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act).

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and in continuation of the notification of the Government of India in the Ministry of Labour, S.O. 1702 duted the 12-3-83 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Sheme for a further period of three years with effect from 26-3-1986 upto and inclusive of the 25-3-1989.

- 1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner. Poona and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.
- 2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act within 15 days from the close of every month.
- 3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of

accounts, payment of inspection charges etc. shall be borne by the employer.

- 4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language or the majority of the employees.
- 5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.
- 6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.
- 7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under that said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.
- 8. No amendment of the provisions of the Group Insurance Scheme; shall be made without the prior approval of the Regional Provident Fund Commissioner, Poona and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.
- 9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.
- 10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.
- 11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.
- 12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee or the Legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S. 35014/54/83-PF.II(SS.II)]

का. था. 714. — मैसर्स जेठा एंड सन्स, 22/5, हादपसार इण्डस्ट्रीयल एस्टेट, पूना—411013 (एम० एच० 17637) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कमंबारी भिवष्य निधि भौर प्रकीण उपबन्ध भिधिनियम, 1952 (1952 का 19) जिसे इसमें इसके पश्चात् उक्त भिधिनियम कहा गया है) की झारा 17 की उपधारा (2क) के झधीन छूट विए जाने के लिए भाषेवन किया है;

ग्रीर केन्द्रीय सरकार का समाधान हो गया है कि उपल स्थापन के कर्मचारी किसी पूषक अभिवाय या श्रीमियन का संवाय किए बिना ही, भारतीय जीवन बीमा निगम को जीवन बीमा स्कीम की सामृहिक बीमा स्कीम के प्रधीन जीवन बीमा के रूप में जो फायदा उठा रहे हैं वे ऐसे कर्मचारियों को उन फायदों से मधिक ग्रमुकूल हैं जो उन्हें कर्मचारी निक्षेप 'सहब्बद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन भनुक्षेय हैं ;

ग्रतः केन्द्रीय सरकार, उक्त मधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदेश्त मिन्नियों का प्रयोग करते हुए और भारत सरकार के श्रम मंत्राज्य की प्रिधिसूचना सैंक्या का. ग्रा. 1758 तारीख 16-3-83 के भ्रमुसरण में भौर इससे उपायद्रध अनुसूची में विनिर्विष्ट गतौं के भ्रभीन रहते हुए, उक्त स्थापन का, 2-4-1986 से तीन वर्ष की श्रविध के लिए जिसमें 1-4-1989 भी सम्मिलित है. उक्त स्कीम के सभी उनवर्धों के प्रवर्तन से छूट देती है।

### प्रनुसूची

- 1. उक्त स्थापन के संबंध में नियोजन प्रादेशिक भविष्य निधि प्रायुक्त, पूना को ऐसी विवरणियां भेजेगा श्रौर ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रवान करेगा जो केन्द्रीय सरकार समय-समय पर निर्विष्ट करे।
- 2. नियाजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त प्रधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के प्रधीन समय-समय पर निविद्ध करे।
- 3. सामृहिक बीमा स्कीम के प्रशासन में, जिसके घंतर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय. लेखाओं का घंतरण, निरीक्षण प्रभारों का संदाय प्रादि भी है, होने वाले सभी अपयों का वहन नियोजक हारा किया जाएगा।
- 4. नियोजक, केन्द्रीय सरकार द्वारा यया प्रतुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति प्रौर जब कमी उनमें संशोधन किया जाए, उस संशोधन की प्रति तथा कर्मवारियों की बहुतैच्या की भाषा में उसकी मुख्य वातों का श्रनुथाय, स्थापन के सूबना पट्ट पर प्रविशत करेगा।
- 5. यदि कोई ऐसा कर्मवारी, जो कर्मवारी भविष्य निधि का या इस प्रधिनियम के प्रधीन छूट प्राप्त किसी स्थापन का भविष्य निधि का पहुले ही सबस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजिक सामूहिक बीमा स्कीम के सबस्य के रूप में उनका नाम तुरन्त दर्ज करेगा और उसकी बाबत भावण्यक प्रीमियम भारतीय जीवन बीमा निगम को संवत्त करेगा।
- 6. यदि सामूहिक बीमा स्त्रीम के ग्रधीन कर्मणारियों को उपलब्ध कायदे बढ़ायं जाते हैं तो, नियोजक उनत स्त्रीम के ग्रधीन कर्मबारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की ब्यवस्था करेगा जिससे कि कर्मणारियों के लिए सामूहिक बीमा स्त्रीम के अधन उपलब्ध फायदें उन फायदों से ग्रधिक भनुकूत हों, जो उनत स्त्रीम के भ्रधीन ग्रनुजेय हैं।
- 7. सामूहिक थीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मनारी की मृत्युपर इस स्कीम के प्रधीन संदेय रकम उस रकम से कम है जो कर्मनारी को उस दशा में संदेय होती जब वह उन्त स्कीम के प्रधीन होता तो, नियोजक कर्मनारी के विश्विक बारिस/नाम निर्देशितों को प्रतिकर के रूप में दोनों रकमों के मंतर के बराबर रकम का संदाय करेगा।
- 8. सामूहिक स्कीम के उन्तरकों में कोई भी संगोधन, प्रादेशिक भविष्य निधि आयुक्त, पूना के पूर्व धनुमोदन के बिना नहीं किया जाएगा और जहां किसी संगोधन से कर्मचारियों के हित पर प्रतिकृत प्रभाव पढ़ने की संभावना हो वहां, प्रावेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना बृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।
- 9. यदि किसी कारणवश, स्यापन के कर्मचारी, भारतीय जीवन बीमा मिगम को उस सामृहिक बीमां स्कीम के, जिसे स्यापन पहुल अपना चुका

है, ग्रधीन नहीं रह जाते हैं, या उस स्कीम के ग्रधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

- 10. यदि किसी कारणवश, नियोजक भारतीय जीवन यीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का संवाय करने में असफल रहना है, और पालिसी का व्यपगत हो जाने दिया जाता है तो छूट रदूद की जा सकती है।
- 11. नियाजक द्वारा श्रीमियम के संदाय में किए गए किसी व्यतिकम की दशा में, उन मृत सदस्यों के नामनिर्वेशितियों या विधिक वारिसों की जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के मतर्गत होते, बीमा कायदों के संदाय का उत्तरवायिस्य नियोजक पर होगा।
- 12. इस स्कीम के प्रश्नीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीयन बीमा निगम, बीमाकृत राशि के हकदार नाम निर्देशिती/ विधिक वारिसी का उन राशि का संदाय तत्परता से और प्रत्येक दया में हर प्रकार से पूर्ण दावें की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014 (55)/83-एस. एस -2]

S.O. 714—Whereas Messrs, Jaitha & Sons 22|5, Hadapsar Industrial Estate Poona-411013 (MH/17637) (nercinatter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act).

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and in continuation of the notification of the Government of India in the Ministry of Labour, S.O. 1758 dated the 16-3-83 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 2-4-1986 upto and inclusive of the 1-4-1989.

### **SCHEDULE**

- 1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Poona and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.
- 2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act within 15 days from the close of every month.
- 3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.
- 4. The employer shall display on the Notice Board of the estblishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended along with a translation of the salient features thereof, in the language or the majority of the employees.
- 5. Whereas an employee, who is already a member of the Employees' Provident Fund of the Provident Fund of an establishment, exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him

- as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.
- 6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.
- 7. Notwithstanding anything contained in the Group Insuance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the sais Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.
- 8. No amendment of the provisions of the Group Insurgance Scheme; shall be made without the prior approval of the Regional Provident Fund Commissioner, Poona and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.
- 9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.
- 10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse the exemption is liable to be cancelled.
- 11. In case of default, if any made by the employer ir payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.
- 12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee or the Legal heirs of the deceased member entitled for it and if any case within one month from the receipt of claim complete in all respects.

[No. S. 35014/55/83-PF-II(SS.II

का. ग्रा. 713.—मैसमं ग्रन्तामालैयर मिल्य प्राईवेट सिमिटेट, पो बाक्प नं. -2 वेगमपुर, पोस्ट दिण्डीगुल- 624002 (टी. एन. 1115) (जिसे इसमें इसके पश्चान् उक्त स्थापन कहा गया है) ने कर्मेकारी मिटिय निधि और प्रकीण उपवन्त्र भिन्नियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चान् उक्त भिन्नियम कहा गया है) की धारा 17 कं उपधारा (2ज) के ग्रधीन कूट दिए जाने के लिए ग्रावेदन किया है

श्रीर केन्द्रीय मरकार का समाधान हो गया है कि उक्त स्थापन के कर्म जारी किसी पृथक श्रभिदाय या श्रीमियम का संदाय किये बिना ही, भारती जीवन बीमा निगय की जीवन बीमा स्कीम की मामूहिक बीमा स्वीम इश्रीन जीवन बीमा के रूप में जो फायदा उटा रहे हैं वे ऐं कर्मचारियों को उन फायशें से भ्रधिक अनुकूल हैं जो उन्हें कर्मचा निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्की कहा गया है) के श्रयीन अनुकोय हैं;

मतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधा (2क) द्वारा प्रदत्न मक्तियों का प्रयोग करते हुए और भारत सरकार श्रम मंत्रालय की अधिमूचना संख्या का. धा. 2083 तारीख 18-4-६ के अनुसरण में और इससे उपाबद अनुसूची में विनिधिष्ट पार्तों के आर्ध गहुने हुए, उक्त स्थापन को. 7-5-1986 से तीन वर्ष की प्रविध लिए जिसमें 6-5-1939 भी सम्मिलित है, उस्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती हैं।

## भ्रम्भूची

- उक्त स्थापन के सम्बन्ध में नियोजन प्रादेशिक भविष्य निधि प्रायुक्त मद्रास को एसी वित्ररणियां मेजिंगा भीर ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय—समय पर निर्दिष्ट करें।
- 2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त द्राधिनियम की धारा 17 की उप~धारा (3क) के खंड (क) के प्रधीन समय~समय पर निर्विष्ट करें।
- 3. सामूहिक बीमा स्कीम के प्रणासन मे, जिसके अंतर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरीक्षण प्रभारों का मंत्राय भादि भी है, होने वाले सभी ब्यायों का बहुन नियोगक हारा किया जाएगा।
- 4. निमोजक, केर्न्थाय सरकार द्वारा यथा अनुमोदित सामृहिक भीमा स्कीम के नियमों की एक प्रति, धौर जब कभी उनमें संशोधन किया जाए जब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बासों का श्रनुवाद, स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।
- 5. यदि कोई एमा कर्मचारी, जो कर्मचारी भविष्य निधि का या जबत प्रधिनियम के अधीन छूट प्राप्त किसी स्थापन का मिब्रिय निधि का पहिले ही मदस्य है, उसके स्थापन में नियोजिन किया जाता है तो नियोजिक सामूहिक बीमा स्कीम के सदस्य के छप में उसका नाम तुरन्त दर्ज करेगा भीर उसकी बायन भावध्यक प्रीमियम भागतीय जीवन बीमा निगम की संदत्त करेगा।
- 6. यदि सामूहिक बामा स्कीम के धर्धान कर्मचारियों को उपलब्ध फायदे बहाये जाते हैं तो, नियोजक उपन स्कीम के प्रधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से बृद्धि को जाने की व्यवस्था करेगा जिस से कि कर्मचारियों के लिए गामूहिक बीमा स्कीम के प्रधीन उपलब्ध फायदे उन फायदों से प्रधिक अनुकूल हों, जो उक्त स्कीम के प्रधीन धर्मकेय हैं।
- 7. सामृहिक बीमा क्क म में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के मधीन सबेय रकम उस स्काम के मधीन सबेय रकम उस स्काम के मधीन है जो कर्मचारी की उस बणा में संबेय होती जब यह उक्त स्कीम के मधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्वेशितों को प्रतिकर के रूप में दोनों रकमों के भंतर के बराबर रकम का संबाय करेगा।
- 8. सामूहिक स्कीम कें उपअन्धों में कोई भी संशोधन, प्रावेशिक भिविष्य सिधि भायुक्त महाम के पूर्व अनुमोदन के बिना नहीं किया आएगा भौर जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रावंशिक भविष्य निक्षि भायुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को प्रपना बृध्टिकोण स्वष्ट करने का युक्तियुक्त भवसर देगा।
- 9. यदि किसी कारणविश्व, स्थापन के कर्मधारा, भारताय जीवन बीमा निगम को उस सामृहिक बीमा स्कीय के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीस के अधीन कर्मचारियों को प्राप्त होने वाल फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रह की जा सकती है।
- 10. यदि किसी कारणदक, निगोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का संवाय करने में प्रसफल रहता है, भीर पालिसी को व्ययगत हो जाने दिया जाता है तो छूट रह की जा सकती है।

- 11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यक्तिकन की दशा में, उन मृत गढस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के प्रंतर्गत होते, बीमा फायदों के संदाय का उत्तरवायित्व नियोजक पर होगा।
- 12. इस स्कीम के प्रधीन माने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाइन्त राशि के हकदार नाम निर्देणितः विधिक वारिसों को उस राशि का सदाय तत्परता से भौर प्रत्येक दशा में हर प्रकार से पूर्ण वावे की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस- 35014 (74)/83 - एस. एस-2]

S.O. 715.—Whereas Messrs Annamanhr Mills (P) Ltd., P.B. No. 2 Begumpur, Post Dindigul-624002 (TN/1115) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act).

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and in continuation of the notification of the Government of India in the Ministry of Labour, S.O. 2883 dated the 18-4-83 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 7-5-1986 upto and inclusive of the 6-5-1989.

## **SCHEDULE**

- 1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Madras and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.
- 2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act within 15 days from the close of every month.
- 3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.
- 4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and

when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

- 5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necestary premium in respect of him to the Life Insurance Corporation of India.
- 6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.
- 7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.
- 8. No amendment of the provisions of the Group Insurance Scheme; shall be made without the prior approval of the Regional Provident Fund Commissioner, Madras and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.
- 9: Where, for any reason, the employees of the said establishment do not remain covered under the Groun Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.
- 10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.
- 11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.
- 12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee or the Legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S. 35014/74/83-PF.II(SS.ID)]

का. थां. 716:—मैंसर्ग मोदी स्टील दाधर मैन्यूपैक्चरिंग कें., 33, कस्तूरी रेंगन रोड, ग्रलवरमट, मद्राम (टिएन/8444) (जिसे इसमें इसके पश्चात उक्त स्थापन कहा गरा है) ने कमंचारी भविष्य निश्चि और प्रकीर्ण उपवंध श्रीष्टिनरम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात उक्त श्रीवियम कहा गया है) की धारा 17 की उपधारा (2क) के श्रीवीन छट दिए जाने के लिए श्रीवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उपत स्थापन के कर्मचारी, किसी पथक अभिवाय या प्रीश्यम का गदाय किए किस ही, भारतीय जीवन दीमा निगम की सामहिक दीमा स्कीर के अभीन जीवन दीमा के रूप में फायदा उठा रहे हैं वे ऐसे कर्मचारियों के लिए ये फायदे उन फायदो से अधिक उनकल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसके इसके प्रजात उनके स्कीम कहा गया हैं) के अधीन उन्हें अनुक्रेय हैं;

अतः केन्द्रीय सरकार, उक्त अधिनिया की धारा 17 की उप-धारा (2क) ष्वारा प्रवत्त शिक्तियों का प्रयोग करते हुए और इससे उपाश्व अनुसूची में विभिधिष्ट कर्ता केंब्रधीन रहते हुए, उक्त स्थापन को, तीन वर्ष की अविध के लिए उक्त रकीम के सभी उपवन्धों के प्रवर्तन से छूट देती हैं।

# अनुसूची

- 1. उक्त स्थापन के संबंध में नियोजक प्राविशिक भविष्य निधि आयुक्त, हिमलनाडू को ऐसी विवरणियां भेजेंगा और ऐसे लेखा रखेंगा सथा निरीक्षण के लिए ऐसी सृत्रिधाए प्रदान करेगा जो डेन्द्रीय सरकार, समय-समय पर निर्विष्ट करें।
- 2. नियोजक, ऐसं निरीक्षण प्रभारों का प्रत्येक साम की ममाप्ति के 15 दिन के भीतर संदाय करेगा जो के द्वीय सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (3-क्ष) के क्षण्ड (क) के अधीन समय-समय पर गिष्टिक्ट करें।
- 3. सामृहिक बीमा स्कीम के प्रवासन में, जिसके अन्तर्गत लंखाओं का रसा जाना, विवरणियों का प्रस्तृत किया जाना, बीमा प्रीमियम का संवाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों मंदाय आदि भी है, होने वाले सभी व्ययों का दहन नियोजक ब्रास्ट किया जाएगा।
- 4. नियोजक, केन्द्रीय सन्कार द्वारा श्वामीदित सामृहिक बीमा स्कीम को नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहु संख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचनापट्ट पर प्रदर्शित कारोगा।
- 5. यदि कोई एसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उन्त अधिनयम के अधीन छूट प्रान्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियाजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरल दर्ज करेगा। और उसकी बायत अध्यक्षक प्रीमियम भारतीय जीवन यीमा निगम को सन्दत्त करेगा।
- 6. यदि उकत स्कीम के अधीन कर्मकारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामृहिक बीमा स्कीम के अधीन कर्मकारियों को उपलब्ध फायदों में समृद्धित रूप से बाद्ध की जाने की व्यवस्था करेगा जिससे कि कर्मकारियों के लिए सामृहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुकूष हों।
- 7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी की मृत्य पर इर स्कीम के अधीन संदेश रक्य उस रकम से कम है जो कर्मचारी की उस दशा में सन्देश होती, जब वह उनले स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक बारिस/नाम निर्देशिसी को उतिकर के रूप में दोगों रकमों के अन्तर के बरागर रकम का संदाय करेगा।
- 8. सामहिक बीमा स्तीम के उण्बन्धों में कोई भी संशोधन प्रावेशिक भविष्य निधि आएवत समिलनाडू के एवं अत्मोदन के विना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकृत प्रभाव पड़ने की संभाधना है वहां, प्रावेशिक भविष्य निधि शायुक्त, अपना अनुमोवन देने से एवं कर्मचारियों को अपना बृष्टिकीण स्पष्ट करने का युक्तियुक्त अवसर बेगा।

- 8. यदि किसी कारणबंध, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामृहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चका है उधीन नहीं यह उपने हैं, किसी स्कीम के अधीन कर्मचारियों को प्राप्त होने बाले फायदे किसी रीति से कम हो जाते हैं. तो यह छाट रखंद की जा सकती हैं।
- 10. यदि किसी कारणवश नियोजक, उस नियम तारीख के भीतर, जो भारतीय जीवन बीमा नियम द्वारा नियम प्रीमियम का संदाय करने में असफल रहता है, और पालसी को व्यापन हो जाने दिया जाता है तो छूट रहद की जा सकती है।
- 11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसो व्यक्तिकम की दशा में, उन मत सदस्यों के नामनिवें शिक्षितयों या विधिक वारियों को जो यदि यह छूट न दी गई होती हो उनस स्कीम के बन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।
- 12. इस स्कीम के अधीन बाने दाले िकगी सदस्य की मह्य होने पर भारतीय जीवन बीमा िगम, वीमाकत राशि के हकदार नाम निवासित /विधिक बारिसों को उस राशि का संदाय तत्त्रता से और प्रत्येक दशा में हर प्रकान से पूर्ण दावे की प्राि के एक मास के भीवर मुनिरिचत करेगा।

[संख्या एस-35014(19)/86-एस . एम . -2]

S.O. 716.—Whereas Messrs. Modi Steel Wire Manufacturing Co., 33, Kasturi Rangan Road, Alwarpet, Madras-600018 (TN|6444) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2\Lambda) of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit I inked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said scheme for a period of three years.

## **SCHEDULE**

- t. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner. Tamil Nadu maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.
- 2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act, within 15 days from the close of every month.
- 3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts submission, of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.
- 4. The employer shall display on the Notice Board of the establishment a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

- Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.
- 6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.
- 7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employees as compensation.
- 8. No amendment of the provisions of the Groun Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Tamil Nadu and where any amendment is likely to effect adversely the interest of the employees, the Regional Provident Fund Commissioner chall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.
- 9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.
- 10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.
- 11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.
- 12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014(19)/86-SS-II]

का. आ. 717 — मैंसर्स मार्डन ध्योंडस (इण्डिया) लि., ग्राम—रायला, जिला भीलवाडा (राजस्थान) (ग्राप. जे./3871) (जिसे उसपें इपके पण्चात उक्त स्थापन कहा गया है) ने वर्णनारी भविष्य विधि और प्रकर्ण उपवस्थ ग्राधितियम, 1952 (1953 का 19) (जिसे इपमें इपके पण्चात् उक्त ग्राधितियम कहा गया है) की धारा 17 की उपधारा (2क) के ग्राधीन छूट दिए जाने के लिए ग्रावेदन किया है;

और केंद्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के उर्मादारी. किसी राजक अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवा बीमा निगम की सामृहिक बीमा स्कीम को अधीन जीवन गीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्म-चारियों के लिए ये फायदे उन फायदों से अधिक अनक्त हैं जो कर्मचारी निक्षेप सहबंध बीमा स्कीम, 1975 (जिसे इसमें इसके परचाता उक्त स्कीम कहा गया है) के अधीन उन्हें अनकांब हैं

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की ३५-भारा (2क) दुवारा प्रदत्त शक्तियों का प्रयांग करते हुए और इससे उपाधक अपसची मों विनिधियट होते के अधीन रही हुए, उक्त स्थापन को तीन वर्ष की अवधि है लिए उक्त स्कीम के सभी उपवंशों के प्रवर्तन से छट देती हैं।

# अन्स्ची

- जबत स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविषय निधि आयुक्त, राजस्थान को ऐसी दिवनिषयां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे ।
- 2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक माम की ससाधि के 15 दिन के भीतर संदाय करेगा जो के द्वीय सरकार, उथन अधिनियम की धारा 17 की उप-धारा (3-क) के खण्ड (क) के अधीन रसय-समय ५२ निर्विष्ट करे।
- 3. सामहिक बीटा स्कीम के प्रशासन में, जिसके अन्तर्गत लेकाओं का रखा जाना, विवरणियों का प्रस्तृत किया जाना, बीमा प्रीमियम का स्वायः, लेखाओं का अन्तरण, निरीक्षण प्रभारों का मंदाय आदि भी है, होने वाले मभी व्ययों का बहुन नियोजक द्वारा किया आएगा ।
- 4. नियोजक, को मूर्य सरकार द्वारा अनुमोदित बीमा स्कीम के नियमीं की एक प्रति, और उब कभी उनमें संशो-धन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की नहासंस्था की भाषा में उसकी मुख्य बातों का अनुवाद, स्था-पन को सूचनापट्ट पर प्रदर्शित करेगा ।
- इदिकोई ऐसा कर्मचारी, को कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामृहिक बीमा स्कीम के सदस्य के रूप मों उसका नाम तूरना दर्ज करेगा और उसकी दावत आवश्यक प्रीमियम भारतीय जीवन धीमा निगम को सन्दर्त करेगा ।
- यदि उक्त स्कीम के अभीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामृहिक बीमा स्कीम के अधीन कर्मकारियों को उपलब्ध फायदों में सम्चित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामृहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से
  - कुं कर हों, जो उक्त स्कीम के अधीन अनक्षेय हैं।
- 7. पाम् हिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्य पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में सन्देय होती, जब वह उक्त स्कीम के अधीन होता हो, नियोजक कर्मकारी के जिलि बारिस्∕नामनिद्रिती को प्रतिकार के रूप में देनी रकमों के अन्तर के बराधर रकम का संदाय करेगा।
- 8. सामृहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भेदिष्य निधि आयक्त राजस्थान के एर्ध अनुमोदन की दिना नहीं किया जाएगा और जहां किसी संबोधन से कर्मचारियों के हित पर प्रतिकृत प्रभाव पड़ने की संभावना हो वहां, प्रावेशिक भविषय निधि आयुक्त, अपना अनुमोदर देने से पूर्व कर्मधारियों को अपना दिष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

- 9. यदि किसी कारणबद्धा, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामृष्टिक बीमा स्कीम के, जिसे स्थापन पहले अपना चका है अभीन नहीं रह जाते हैं, या उस स्कीम के अभीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति स कम हा जाते हों, तो यह छुट रदद की जा सकतो है।
- 10 यद्रि किसी कारणवरा, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारील के भीतर प्रीमियम का रांदाय करने में असफल रहता है, और पालिसी को व्यवगत हो जारे दिया जाता है तो छूट रद्द की जा सकती हैं।
- 11. नियोजक द्वारा प्रीमियम के मंदाय में किए उए किसी व्यतिकाम की दशा में, उन मृह सदस्यों के नाम निदेशितियों या विधिक वारिसों को जो यदि यह छट न बी गई होती नो उक्त रुगिम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरतायित्व नियोजक पर होगा।
- 12. इस स्कीम के अधीन आने वाले किसो सदस्य की मुख्य होने पर भारतीय जीवन बीमा निगम, बीमाकद राशि के हक दार नाम निवंकिसी/विधिक वारिसों को उस राहि का सन्दाय तत्परता से और प्रत्येक दशा में हर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर मुन्दिश्चित करेगा।

[सं. एम-35014 (G2)/86-एस. एस.-2]

S.O. 717.—Whereas Messrs. Modern Threads (India) Ltd. Village-Raila, Distt. Bhilwara (Rajasthan) (RJ/3871) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance Scheme, including maintenance of accounts, the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

#### **SCHEDULE**

- 1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Rajasthan maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.
- 2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act, within 15 days from the close of every month.
- 3. All expenses involved in the administration of the Group Insurance Scheme, including in the administration of the submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.
- 4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.
- 5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in

his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay ne essary premium in respect of him to the Life Insurance Corporation of India.

- 6, The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees u. der the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.
- 7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.
- 8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Rajasthan and where any amendment is likely to effect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.
- 9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.
- 10. Where, for any reason, the employer fails to pay the premium etc. within the duc date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.
- 11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.
- 12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014(62)/86-SS-II]

का. था. 718, — केन्द्राय सरकार को यह प्रताद होता है कि मैसर्स डा. धे.बी. कल्लायान में डिकल फाउन्डेशम् प्राइनेट लिमिटेड, 4, 2 स्टीट टा. राक्षा कृष्णनवसंलार्ध मद्रास-600004 नामक स्थापन से

सम्बद्धः निमोजक और कर्मचारियों की बहुसंख्या इस बात पर सहभत हो सई है कि कर्पचारी मधिष्य निधि और प्रकीर्स उपबंध अधिनियम, 1952 (1952 को 19) के उपबंध उनन स्थापन की कांगू किए जाने चाहिए।

भ्रानः केन्द्रीय सरकार, उक्त श्रक्षितियम का धारा । की उपधारा-(4) द्वारा प्रदत्त गाँकतयों का प्रयोग करते हुए उक्त श्रधिनियम के उपबंध उक्त स्थापन को लागू करता है।

[सं. एम-35019(63)//6-एस-एस-2]

S.O. 718.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as M/s. Dr. E. V. Kalyani Medical Foundation Pvt. Ltd., 4, 2nd Street, Radhakrishanan Salai Madras-600004 have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

New, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government became applies the Provisions of the said Act to the said establishment.

[No. S-35019(63)/86-SS-II]

का. था. 219. — केन्द्रीय मरकार की यह प्रतात होता है कि नैसर्स सोमानवादी मिल्क प्रोड्सणमां कोपारेटिव सोनायटी टापो डी 66 रिमेमासप्रदेश तंपावप्रभाषाल सल्की, नीर्य आपकोट हिस्टू क्ट-606611 नामक स्थापन से सम्बद्ध नियोजक धोर कर्मवारियों का बहुसंहमा इस बात पर सहमत हो गई है कि कर्मनारा भिवण्य निश्च धीर प्रकार्ण उपवंध प्रधिनियन, 1952 (1952 का 19) के उपवन्ध उक्त, स्थापन की लागू किए जाने बाहिए।

भनः केद्रोप सरकार, उक्त श्रक्षिनियम के धारा । को उपधारा (4) इस्त प्रदक्त शक्तियों का प्रयोग करते हुए उक्त श्रिधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एस-350.9(64)/36-एस.एस.-2]

S.O. 719.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as M/s. Somasipadi Milk Producers Co-op. Society, TPD 66 Somasipadi Thiruvannamalal Taluk, North Arcot Dist.-606611 have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the Provisions of the said Act to the said establishment.

[No. S-35019(64)/86-SS-II]

का. भा. 730. — केन्द्रीय सरकार को यह प्रत तहोता हैं कि साउपरेंन स्केन्स (मद्राम) प्रा. जि. 518, प्रशासलाए, मद्राम-18, नामफ स्थापन से सम्बद्ध नियोजक श्रीर कर्मचारिया की बहुसहरा इस बात पर सहमत हो गई है कि कर्वचारा भविष्य निधि प्रोर प्रकाण उपवेध श्रीधिनयम, 1952 (1952 का 19) के उपवन्ध उक्त स्थापन को सामू किए गने चाहिए।

श्रतः केन्द्रोय सरकार, उक्त अधिनियम को धारा-1 की उपधारा-(4) इतरा प्रदत्त सावितयों का प्रयोग करने हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागु करनी है।

[मंक्या एम-35019(65)/86-एस.एस-2]

S.O. 720.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as M/s, Southern Scales (Madras) Private Limited, 518, Annasalai, Madras-18 have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the Provisions of the said Act to the said establishment.

[No. S-35019(65)/86-SS-II]

का आ . 721. — केन्द्रीय सरकार को यह प्रतीत होता है कि समपार इन्डस्ट्र विरत, नं. 92-ए, डेबलपमेंट प्लाट सिड्को मद्रास-600099 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्नचारों मिविष्य निधि और प्रकीण उपबंध प्रधिनियम, 1952 (1952 का 19) के उपबंध उनत स्थापन की लागू किए जाने चाहिए। 772

भक्त केन्द्रीय सरकार, उक्त भिधिनियम की धारा-। को उपधारा (4) तार, प्रदत्त गक्षित्रयों का प्रयोग करते हुए उक्त भिधिनियम के उपबंध उक्त स्थापस को लागू करते है।

[सं॰ एस-35019(66)/86-एस.एस.-2]

S.O. 721.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as M/s. Saupar Industries, No. 92A. Development Plot Sidco Madras 600098 have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the Provisions of the said Act to the said establishment.

INo. S-35019(66) /86-SS-III

का. श्रा. 722 • — केन्द्रीय सरकार को यह प्रतीत होता है कि लक्ष्मी इंडस्ट्रियल्स 46, एन.एम.एम. रोड महास-29 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गर्ड है कि कर्मचारी पविषय निश्चि और प्रकीर्ण उपवेध प्रधिनियम, 1952 (1952 का 19) के उपवेध जक्त स्थापन को लागू किये जाने चाहिए।

श्रतः केन्द्रीय सरकार, उक्त श्रक्षिनियम की धारा-1 की उपधारा (4) हारा प्रदत्त सक्तियों का प्रयोग करते हुए उक्त श्रविनियम के उपश्रंध उक्त स्थापन की लागू करती है।

[सं॰ एस-35019(67)/86-एस . एस . -2]

S.O. 722.—Whereas ita ppears to the Central Government that the employer and the majority of the employees in relation to the establishment known as M/s. Lakshmi Industrials, 46, N.M.M. Road, Madras-29 have agreed that the provision of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the Provisions of the said Act to the said establishment.

[No. S-35019(67)]86-SS-II]

का. पा. 723 — केन्द्रीय सरफार को यह प्रतीत होता है कि के एम. बी. एण्ड को., रंगाई गाउदर स्ट्रीट, कोम्बेटोर-1 तमिलनाडु नामक स्थापन से सम्बद्ध नियोजक भीर कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि भीर प्रकीण उपबंध प्रधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किये जाने चाहिए।

श्रतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रवक्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[संख्या एस-35019(68)/86-एस . एस . -2]

S.O. 723.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as M/s. K. S. Vee and Co., Rangai Gowder Street, Coimbatore-1 (Tamil Nadul have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the Provisions of the said Act to the said establishment.

[No. S-35019(68)/86-SS-II]

का. प्रा. 734 — केम्ब्रीय सरकार को यह प्रसीत होता है कि निष्पीन प्राफिस्कस, 22, पाइकापटस रोड, मद्रास-800014 मामक स्थापन से सम्बद्ध नियोजक भीर कर्मेचारियों को बहुसंख्या इस बास पर सहमत हो गई है कि कर्मेचारी घविष्य निष्ठि भीर प्रकीण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

प्रतः केन्द्रीय सरकार, उक्त मिन्नियम की धारा-1 की उपधारा (4) हारा प्रदत्त गक्तियों का प्रयोग करते हुए अक्त मिन्नियम के उपबंध उक्त स्थापन को लागू करती है।

[संख्या एस-35019(69)/86-एस.एस.-2]

S.O. 724.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as M/1. Nippon Graphics, 22, Py-crofts Road, Madars-600014 have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the Provisions of the said Act to the said establishment.

[No. S-35019(69)/86-SS-II]

का. था. 725 — केन्द्रीय सरकार को यह प्रतीत होता है कि एव.ए.एम जन्नाय ट्रांसपोर्टंस नं. 38, मैन रोड श्री नगर कालोनी, कुम्बाकोनाम, तमिलनाडु नामक स्थापन से सम्बद्ध नियोजक भौर कर्म-वारियों की बहुसंख्या ६स बात पर सहमत हो गई है कि कर्मवारी भविष्य निधि भौर प्रकीण उपबंध मधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने नाहिए।

श्रतः केन्द्रीय सरकार, उक्त ग्राधिनियम की धारा-1 की उपधारा (4) ग्रारा प्रदत्त कक्तियों का प्रयोग करते हुए उक्त ग्राधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[संख्या एस-35019(70)/86-एस.एस.-2]

S.O. 725.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as M/s. H. A. M. Jannath Transports, No. 38, Main Road, Srinagar Colony, Kumbakonam, Famil Nadu have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the Provisions of the said Act to the said establishment.

[No. S-35019(70)/86-SS-II]

का. भा. 726—केन्द्रीय सरकार को यह प्रतीस होता है कि कस्याण क्लीनिक, नं. 6, फर्स्ट मैंन रोड, कस्तुरबा नगर, भ्रदणर, मद्रास-600020 नामक स्थापन से मम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इग बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि भीर प्रकीण उपबंध भाधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लाग किए जाने चाहिए।

। अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा-1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थापन की लागू करती है।

[संख्या एस-35019(71)/86-एस. एस.-2]

S.O. 726.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as M/s. Kalyan Clinic No. 6, First Main Road, Kasturba Nagar, Adyar, Mardas-600020 have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the Provisions of the said Act to the said establishment.

[No. S-35019(71)/86-SS-II]

का. आ. 727 — केन्द्रीय सरकार को यह प्रतीत होता है कि ए-2869, रामाराजापुरम, को-आपरेटिव मिल्क सप्लाई सोसाइटी, रामा-राजापुरम, तिमलनाडु नामक स्थापन से सम्बद्ध नियोजक और कर्म-चारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध श्रीधनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लाग किए जाने चाहिए।

ग्रतः केन्द्रीय सरकार, उक्त ग्रधिनियम को धारा-1 की उपधारा (4) द्वारा प्रदत्त ग्रक्तियों का प्रयोग करते हुए उक्त ग्रधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[संबंध एन-35019(72)/86-एस.एस.-2]

S.O. 727.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as M/s. A-2869, Ramarajapuram Co-operative Milk Supply Society, Ramarajapuram, Tamil Nadu have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the Provisions of the said Act to the said establishment.

[No. S-35019(72)/86-SS-II]

का. ता. 7:3 — केन्द्रीय सरकार को पर्पतीत होता है कि पुषालाम एप्रीकरूनरन सर्वित, को-प्रावरैटिन सोताइटी नं. 80, पुषालाम पोस्ट, क्याकुमारी कस्त्रा नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की ब्रुइंडिया इत बात पर सर्वत हो गई है कि कर्में गरी मिश्य निधि और प्रकीर्ण उपबंध प्रवितियम, 1952 (1952 का 19) के उपबन्ध उनत स्थापन को लागू किए जाने चाहिए।

ग्रतः केरद्रीय सरकार, उक्त ग्रिधिनियम की घारा-1 को उपघारा (4) द्वारा प्रदेत शक्तियों का प्रयोग करते हुए उक्त ग्रिधिनियम के उपवंश उक्त स्थापन को लागू करती है।

[मंड्या एस-35019(73)/86-एस.एस.-2]

S.O. 728.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as M/s. Pushalam Agricultural Service Co-operative Society. No. 80. Puthalam Post, Kanyakumari Dist, have agreed that the provisions of the Enurloyees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Contral Covernment hereby applies the Provisions of the said Act to the said establishment,

[No. S-35019(73)/86-SS-II]

का. आ. 739 — केन्द्रीय सरकार को यह प्रतीत होता है कि मसर्स श्री श्र निवास इंजीनियरिंग इंडरड़ी प्लाट नं. 64-आई.डी.ए. चेरलापल्ली, हैवराबाद-500057 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध श्रक्षितियम, 1952 (1952 का 19) के उपवन्ध उक्त रथापन की लागू किए जाने पाहिए।

अतः केन्द्रीय सरकार, उक्त श्रविनियम की धारा-1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

संख्या एस. 35019(74)/86-एस.एस.-2]

S.O. 729.—Whereas it appears to the Central Government that the employer and the majority of the employees in telation to the establishment known as M/s. Sri Srinivasa Industry, Plot No. 64, I.D.A., Cherlapalli, Hyderabad have agreed that the provisions of the Employees' Provident Funds, and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the Provisions of the said Act to the said establishment.

[No. S-35019(74)/86-SS-II]

का. धा. 730 — केन्द्रीय सरकार को यह प्रतीत होता है कि मससं भंडारी काटन ट्रेडिंग कम्पनी गकान नं. 10-3-34 महाबालेष्ट्रयर चीक सीटी टाकीज रोड, रायजूर-2 नामक स्थापन से सम्बद्ध नियोजक श्रीर कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि श्रीर प्रकीर्ण उपवंध शर्धिनियम, 1952 (1952 का 19) के उपवन्ध उनत स्थापन को लागू किए जाने चाहिए।

श्रतः केन्द्रीय सरकार, उनत श्रधिनयम की धास-1 की उपधारा (4) हारा प्रदत्त शिवतयों का प्रयोग करते हुए उक्त श्रधिनियम के उपवंध उक्त स्थापन को लागू करती है।

[संख्या एस-35019(75)/86-एस.एस.-2]

S.O. 730.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as M/s. Bhandari Cotton Trading Company, H. No. 10.2.34, Mahabaleshwar Chowk Talkies Road, Raichur-2 have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act. 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the Provisions of the said Act to the said establishment.

[No. S-35019(75)/86-SS-II]

का. श्रा. 73:— के ब्रीय सरकार को यह प्रतीत होता है कि मैंससें संगम सिरयोरिटी सर्विस केयर श्राफ मैंससें के री रटील रोलिंग फिल, श्रमस्तपुर रोड, इलरी (बंगीटिक्ष) नामक रथापन से सम्बद्ध नियोजक श्रीर कर्मचारियों की बहुसंस्था इस बात पर सहस्रत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपवंश श्रधिनियम, 1952 (1952 का 19) के उपवन्ध उत्तत रथापन को लाग किए जाने चाहिए।

श्रतः केन्द्रीय सरकार, उबत आधिनियम की धारा-1 की उपधारा (4) ारा प्रदत्त शिवतयों का प्रयोग करते हुए उबत श्रधिनियम के उपबंध उबत स्थावन को लागू करती हैं।

[संख्या एस:-35019(76)/86-एस.एस:-2]

S.O. 731.—Whereas it appears to the Central Government that the employer and the majority of the

employees in relation to the establishment known as Mis. Sangam Security Service Clo Mis. Bollary Steel Rolling Mill, Anantapur Road, Bollary, have agreed that the Provisions of the Employees' Provident Funds and Miscallaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment:

Now, therefore, in exercise of the powers conferred by Sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the Provisions of the said Act to the said establishment.

[No. S-35019(76)]86-SS-II]

का. था. 733. — केन्द्रीय सरकार को यह प्रतीत होता है कि जिला महकारी भूमि विकास बैंक मर्यावित सहवेश (म. प्र.) भीर इसकी मोहागपुर, अमरिया, बाहारी भीर भन्तपुर स्थित बाखाएं। नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निष्ठि और प्रकीण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

कतः केन्द्रीय सरकार, उक्त प्रधिनियम की घारा-1 की उपधारा-(4) द्वारा प्रवत्त क्षक्तियों का प्रयोग करते हुए उक्त प्रधिनियम के उपबंध दक्त स्थापन को सागू करती है।

[संख्या एस .-35019(78)/86-एस . एस .-2]

S.O. 732.—Whereas it appears to the Central Government that 'he employer and the majority of the employees in relation to the establishment known as Mis. Jila Sahakari Bhumi Vikas Bank Maryadit, Shahdol M.P. including its Branches at Sohagpur, Umaria, Bauhari and Anuppur, have agreed that the Provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment:

Now, therefore, in exercise of the powers conferred by Sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the Provisions of the said Act to the said establishment.

[No. S-35019(78)|86-SS-JI]

का. मा. 733. — केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स पंजाब खांड उद्योग लिसिटिड, एस सी भो नं. 125-127 सेक्टर-17 बी चच्छीगढ़ ग्रीर इसकी गुरूवासपुर ग्रीर फिरोजपुर में स्थित शाखाएं। नामक स्थापन से सम्बद्ध नियोजक ग्रीर कर्मचारियों की बहुसंख्या १स बात पर सहमत हो गई है कि कर्मचारी भविष्य निश्चि और प्रकीण उपवंच ग्रीधिनियम, 1952 (1952 का 19) के उपवन्ध उक्त स्थापन को सामु किए जाने चाहिए।

धतः केन्द्रीय सरकार, उक्त प्रधियनयम की धारा-1 की उपधारा-(4) द्वारा प्रयक्त शक्तियों का प्रयोग करते हुए उक्त प्रधिनियम के उपधिप्र उक्त स्वापन को सामू करती है।

[संख्या एम-35019(79)/86-एस.एस.-2]

S.O. 733.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as M/s. Punjab Khand Udyog Ltd., Sco No. 125-127, Sector-17-B, Chandigarh including its Branches at Gurdaspur and Ferozepur, have agreed that the Provisions of the Employees' Provident Funds and Miscellaneous Provisions Act. 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by Sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the Provisions of the said Act to the said establishment.

[No. S-35019(79)]86-85-II]

का. श्रा. 734—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स दीनामयकी इस्टेट, बासेहनूर पोस्ट विकममलूर जिला नामक स्थापन से सम्बद्ध तियोजक श्रीर कर्मचारियों की बहुसंख्या ६स बास पर सहमत हो गई है कि कर्मचारा भविष्य निधि श्रीर प्रकीण उन्तबंध प्रधिनियम, 1952 (1952 का 19) के न्यबंध जना स्थापन को लागु किये जीने चाहिए।

प्रत. केन्द्रीय सरकार, उनत प्रधिनियम की धारा-1 की उपधारा-(4) द्वारा प्रव स शक्तियों का प्रयोग करने हुए उनत प्रधिनियम के उपवेध उनत स्थापन की लागु करती है।

[संक्या एस-35019(80)/86-एस . एस .-2]

S.O. 734.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Mls. Dinamakki Estate, Balehonnur Post, Chikmagalur Dist., have agreed that the Provisions of the Employees' Provident Funds and Miscellaneous Provisions Act. 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by Sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the Provisions of the said Act to the said establishment.

[No. S-35019(80)|86-SS-II

का. थ्रा. 735, --केन्द्रीय सरकार की यह श्रतीत होना है कि मैसर्स गक्षायन ट्राम्सपोर्ट, रूम नं. 12, कम्धा मैजन 2862/2 श्री निवासम पिलाई रोड, धान्जवर नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निर्धि और प्र' जी उपमेध अधिनियम 1952 (1952 का 19) के उक्त स्थापन को लागू किए जाने चाहिए।

धतः केन्द्रीय सरकार, उनत ग्रिविनियम की धारा-1 की उपधारा-(4) हारा प्रदत्त मन्त्रियों का प्रयोग करते हुए उनत ग्रिधिनियम के उपबंध उनत स्थापन को लागू करता है।

[संख्या एस-35019 (114)/86-एस . एस .-2]

S.O. 735.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Mls. Gananathan Transport, Room No. 12, Kanagha Mansi a. 2862|2, Srinivasam Pillai Road, Thanjavur, have agreed that the Provisions of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952. (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by Sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the Provisions of the said Act to the said establishment.

[No. S-35019(114)|86-SS-III]

का. आ 736.—के हीय सरकार की यह प्रतीत होता है कि मैंसर्ग रैलाइन्स प्रिन्टीयर्स, 9, सरदार पंटेल रोड, अवधार, महास-600030 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसँख्या इस बात पर सहमत हो गई है कि कर्मचारी मिविष्य निधि और प्रकोण उपबंध अधिनियम, 1953 (1952 का 19) के उपबन्ध उक्त स्थापन को लाग किये जाने चाहिए ।

अतः केन्द्रीय सरकार, उक्त अधिनियम की घारा-1 की उपधारा-(४) इ.रा प्रदस्त शक्तियों का गयोग फरते हुए उक्त अधिनियम के उपलंख उक्त स्थापक को लागू करती है ।

[संख्या एस-35019(115)/36-एस. एस-!]

S.O. 736.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Mis.

Reliance Printers, 9, Sardar Patel Road, Adyar, Madras-60J02J, have agreed that the Provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by Sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the Provisions of the said Act to the said establishment.

[No. S-35019(115)|86-SS-II]

का. य. 737:—केन्द्रयं सरकार को यह प्रमीत होता है कि को-ओरिडनेंटिंग मानेवालय फार इण्डिया एण्ड श्रा लंका जर्मन सेनराना रिक्षिफ एसीसिएसन, लेकरोता रिलिफ चर्क हमानन स्विटजर्ग्लंड-१, गजेपता गलो शहरीए नगर, महास-६००४०० नामक स्थापन से सम्बद्ध निर्मात्रक और कर्म प्रियों का बहुनद्या इस बात पर सहनत हो गई है कि कर्नवारा प्राविष्य निधि और प्रकार्ण उपबंध अवितिनन, 1951 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए;

अतः मेन्द्रय संग्कार, उनते अधिनियम का धारा-। का उपधारा-(4) हारा प्रयत्त गन्तियों का प्रयोग करते हुए उनते अधिनियम के उपनंध उनत स्थापन को लागू करता है।

[संख्या एस-35019 (477) (86-एस. एस.-1]

S.O. 737.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Mts. Coordinating Secretariat for India and Srilanka German Leprosy Relief Association Leprosy Relief Work Emmanus Switzerland 4. Gajapathy St. Shenoy Nagar, Madras-600300, have agreed that the Provision of the Employees' Provident Funds and Misc. Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by Sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the Provisions of the said Act to the said establishment.

[No. S-35019(477)|86-SS-II]

का आ 738.— केन्द्रीय सरकार को यह प्रतीन होता है कि सैससे मिनार रक्तरेक्ट्रीय एक सेरामिक्स मिनुपटन केटक-10, नामक स्थापन के संबद्ध नियोजक और कर्मचारियों की बहुनेख्या हुए बान पर सहमत हो गई है कि कर्मचार निवान निधि और प्रकर्ण उन्नेष्ठ अधि नियम, 1952 (1951 का 19) के उनबन्ध उन्ना स्थापन को लागू किए जाने चाहिए;

अतः केन्द्राय सरणार, उत्ता अधिनियम का आगा-1 का अन्यागा-(4) द्वारा प्रदत्त शक्तियों का प्रयोग करते तुए नक्त अधिनियम के उपवंध सक्त स्थापन की लागू करती है।

[सं. एस-35019(515)/85-एस. एस.-2]

S.O. 738.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as M/s. Manishree Refractories and Ceramics Madhupatna, Cuttack-10, have agreed that the provisions of the Employees Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by Sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the Provisions of the said Act to the said establishment.

[No. S-35019(515)|85 SS-111

का. मा. 739:—केन्द्रीय सरकार को यह प्रतीत होता है कि मैससं मेडिकल डिसपोसेबन निर्मिटेड, 90, बी. एम. गसी, मयासापुर, मदास-600004, नामक स्थापन के संबद्ध नियों के और कर्मचारियों की बहुसंख्या इस बात पर सहमत हों गई है कि कर्मचारी मिबज्य निष्ठि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के जपबन्ध उस्त स्थापन को लाग किए जाने चाहिए;

श्रतः केन्द्रीय सरकार, उक्त अधिनियम की धारा-1 की उपधारा-(4) द्वारा प्रदत्त प्रक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थापन का लागू करती है।

[सं. एस-35019(518)/85-एस. एस.-2]

S.O. 739.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Mls. Medical Disposables Limited, 90, V. M. Street, Mylapore, Madras-600004, have agreed that the provisions of the Employees Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by Sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the Provisions of the said Act to the said establishment,

[No. S-35019(518)|85-SS-II]

का. धा. 740:—केन्द्रीय सरकार को यह प्रतीत होता है कि
मैसर्स जब्स्यू सी आई विर्पिग प्रा; लिमिटेड, तीसरी मंजिल, वाई एम, सी.
ए. विल्डिंग इसल्लैनेड, एन. एस. सी. बी. रोड, मद्रास-1 घीर इसकी
बंगसीर, सिकंदराबाद घीर बंबर्ड स्थित शाखाएं नामक स्थापन के संबद्ध
नियोजक घीर कर्मवारियों की बहुतंख्या इस बात पर सहमत हो गई है
कि कर्मवारी भविष्य निधि घीर प्रकीण उपबंध घिधिनयम, 1952 (1952
का 19) के उपबन्ध उक्त स्थापन की लागू किए जाने चाहिए;

मतः केन्द्रीय सरकार, उक्त मधिनियम की भारा-1 की उपधारा-(4) इसरा प्रवत्त शक्तियों का प्रयोग करते हुए उक्त मधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एस-35019(519)/85-एस, एस.-अ}

S.O. 740.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Mis. WCI Shipping Pvt. Ltd., 3rd Floor, Y.M.C.A. Building Esplanade N.S.C.B. Road, Madras-1, including its Branches at Bangalore, Secunderabad and Bombay, have agreed that the Provision of the Employees' Provident Funds and Misc. Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by Sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the Provisions of the said Act to the said establishment.

[No. 8-35019(519)|85-SS-11]

का. मा. 741:—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसमें हारमैस फान्टरनस (प्रा.) लिमिटेड 94/4, तिरूनीरमलाए रोड, फ्रेमपेट, मद्रास-44, नामक स्थापन के संबद्ध नियोजक भीर कर्मभारियों की यहसंख्या इस बात पर सहमत हो गई है कि कर्मशारी भविष्य निष्ठि भीर प्रकीण उपबंध ग्राधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए;

चतः केन्द्रीय सरकार, उस्त मधिनियम की धारा-1 की उपधारा-(4) हारा प्रवरत शक्तियों का प्रयोग करते हुए उन्त प्रधिनियम के उपबंध उस्त स्थापन की सागु करती है।

[सं. एस-35019(521)/85-एस. एस.-2]

S.O. 741.—Whereas it appears to the Central Government that the employer and the inejo by of the employees in relation to the establishment renown as Mis. Hermes Fasterns (P) Limited, 94,4, 94,5, Thiumtermalai Road, Chromepet, Madres-44, have agreed that the provisions of the Employees Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in energise of the powers conferred by Sub-section (4) of Section 1 of the said Act, the Central Government hereby a phos the Provinces of the said Act to the said establishment.

[No. S-35019(521)]85-SS-H]

का. था. 74%—केन्द्रीय शरकार की यह प्रतीत होता है कि मैससे पैरामाऊंट इलक्ट्रो कीटर्स (प्रा.) लिमिटेड सं.-3, एक विद्यार रोड, की कांग, बंगलीर-27, नीमक स्थापन के संबद्ध निद्योक्क कोर कर्मचरियों की बहुसंख्या इस बात पर प्रत्मन हो सई है कि तमीक्षणे अधिक्य निद्धि भीर प्रकीणे उपसंध किविकास, 1952 (1952 का 19) के उपबंध उन्ह स्थापन को लोग किए काने स्थाप, ;

मतः केन्द्रीय सरकार, उन्त श्राधिनयम की धारा-1 की उपधारा-(4) क्कारा प्रदत्म मिनायों का प्रयोग करते हुए उपन अधिनयम के उनवंध उक्त स्थापन को लागू करती है।

[सं. एस 35019(522)/85-एस. एस.-2]

S.O. 742.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as kills. Paramount Electro Platers (P) I imited, No. 3, H. Siddish Road, V. Cross, Bangalore-2/, have agreed that the Provisions of the Employees' Provident Funds and Misc. Provisions Act, 1952 (49 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by Sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the Provisions of the said Act to the said establishment.

[No. \$-35019(522)]85-SS-II]

की. आ 743. — केल्प्रीय गर तार को मह प्रसीत होता है कि रोस्सं एस. के. हमाहिया पर्ना एवड को खादर पट, बिल्प्स य डी, सीन्य धारतीट डिस्ट्रिस्ट और इस्ता स्थार्थ का स्थार्थ किए, पिर्यावाद, सहाग्रास्ट विपाद अग किए कार्यालय, सामक स्थापन के स्थार्थ विगित्रक धार को घार कि हमें संख्या हम बात पर सहमत हो यह है कि कि के चार के पर परिवाद विशिध और असीर्य अपर्यं अधिनियाय, 1952 (1952 का 19) के प्रावत्य उक्त स्थापन को लागू किए कार्न साहिएं;

भ्रतः केल्बीय मरकार, उक्त अधिनियम की धारा-1 की उपधारा-(4) हारा प्रदत्त गिंकायी का अयोग करते हुए उक्त अधिनियम के उपयंध उक्त स्थापन की लागू गर्शा है।

् [सं. एस. 35019(523)/85-ग्स.एस.-2]

S.O. 743.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Mls. N. K. Yahya Gani and Co. Ehoderpet, Vanicamballi North Arcoi District including Adm. Office at 47, Sydenhams Road, Periamet, Medtos-3, have agreed that the Provision of the Employees' Provident Ennds and Misc. Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the nowers conferred by Sub-section (4) of Section 1 of the said Act, the Centr I Government hereby applies the Provisions of the said Act to the said establishment.

कर. था. 744. — केन्द्रांस सरकार की यह प्रतीत हीता है कि भैसर्स पत्रक दूनमें 142, पारसा पचासत क्रमेजिट पुणे क्रीकट्रीह उपस्थाहर, तूरा-3. तामक स्थानन के मबद्ध नियाजक ग्रार कर्मचारियों का बहुमस्या इन बात पर तहमन हो गई है कि कर्मचारा भविष्य निधि ग्रार प्रकार्ण उनवध ग्राधिनिथम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापम को लागुकिए जाने चाहिए।

आतः कंद्राय सरकार, उक्त श्रीविनियम की धारा-1 की उपधारा-(4) द्वारा प्रकृत शक्तियां का प्रयोग करते हुए उक्त श्रीविनयम के उपवध जात स्थापन का लागू करती है।

[सं. एस. 35019(524)/85-एस.एस. 2]

S.O. 744.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as M/s. Janak Trailors 142, Parsi Panchayat, Opp. Pune Octroi Naka Umarwada, Surat-3, have agreed that the provisions of the Employees Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by Sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the Provisions of the said Act to the said establishment,

[No. S-35019(524)[85-SS-II]

का. श्राः, 745. — केन्द्रीय सरकार को यह प्रतीत होता है कि नैतर्न ने रातार मार्किटिंग सर्विभेज 432, पादरा रोज, बड्डांदा-5, नामक स्थारा के संबंध नियोजक घोर कर्नचारियों की बहुसंख्या इस बात पर भहता हो गई है कि कर्नचारों भविष्य निधि ग्रीर प्रकीण उपबंध छिटिंगित, 1952 (1952 का 19) के उपबन्ध उपन स्थापन को लागू किए जरने चाहिएं;

प्रा किन्द्रोग सरकार, जनन प्रतिनियम की **धार:-1 की उपधारा-(4)** बार प्रस्त पन्तिमों का प्रयोग करने हुए उक्त प्रधिनियम के उपबंध अन्त स्थान का लागू करती **है**।

[सं. एस. 35019(525)/85-एस.एस.-2]

S.O. 745.—Whereas it appears to to the Central Government that the employer and the majority of the employees in relation to the establishment known as Mls. Pioneer Marketing Services, 432, Padra Road, Baroda-5, have agreed that the Provision of the Employees' Provident Funds and Misc. Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by Sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the Provisions of the said Act to the said establishment.

[No. \$-35019(525)]85-\$\$-II]

का. प्रा. 746. — केद्यीय सरकार को यह प्रतीस होता है कि नैत की भी निजा टैक्प, जनन्दीमालासी, ईक्पडी, सलम-637105, नामक स्थान के पंत्रत निपोत्रक प्रीर कर्गचारियों की बहुमंख्या इस बात पर सर्वत हो गई है कि जर्गचारी भविष्य निधि प्रीर प्रकीण उपवंध प्रधिनियम, 1952 (1952 का 19) के उपवन्ध जक्त स्थापन को लागू किए जाने चाहिएं;

श्रतः केन्द्रीय सरकार, उक्त मधिनियम की घारा-1 की उपघारा-(4) हारा प्रदत्त सभितयों का प्रयोग करते हुए उक्त मधिनियम के उपवंज उक्त स्थापन को लाग करती है।

[सं. एस. 35019(526)/85-एस.एस.-2]

S.O. 746.—whereas it appears to the Central Government that the employer and the majority of the employees in retation to the establishment known as M/s. Sri Vijaya Tex, Vellandivalasai, Idappadi, Salem-637105, (Madras), have agreed that the Provision of the Employees' Provident Funds and Misc. Provisions Act, 1952 (19 of 1952),- should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by Sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the Provisions of the said Act to the said establishment.

[No. S-35019(527)|85-SS-II]

का. था. 747. — केन्द्रीय गरकार को यह प्रस्ति होता है कि सेससे मस्वती कलाय मानिट एसे।सिएशन, भी लायग्रेरी एएड रिडिंग सम दूस्ट फंड, शक्कर बाजार, शहमदाबाद, नामक स्थापन के संबद्ध नियोजक भीर कमेंच रियों की बहुसंख्या इस बात पर सहमक्ष हो गई है कि कर्मचारी भविष्य निधे और प्रकार्ण उपयोग्न स्थानियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लाग किए जाने चाहिए;

मतः केन्द्रीय सरकार, उन्नतं ऋधिनियम की धारा-1 की उपधारा (4) द्वारा प्रदत्त मन्तियों का प्रयोग करते हुए उक्त ऋधिनियम के उपर्वध उक्त स्थापन को लागु करती है।

[सं. एस. 35019(528)/85-एस.एस.-2]

S.O. 747.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as M/s. Maskati Cloth Market Association, Free Library & Reading Room Trust Fund, Sakar Bazar, Ahmedabad, have agreed that the Provision of the Employees' Provident Funds and Misc. Provisions Act. 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by Sub-section (4) of Section 1 of the said Act, the Central Government hereby amplies the Provisions of the said Act to the said establishment.

[No. S-35019 (528) [85-SS-II]

का. था. 748.— केन्द्रीय सरकार को यह प्रतीत होता है कि मैससें कुंति टावर कार्पेरेशन, 46-वी, जी. माई. छी. मी. मवान्तुरा बड़ीवा-10, नामक स्थापन के संबद्ध नियोजक ग्रीर कर्मचारियों की बहु-संख्या इस बात पर सत्मत हो गई है कि कर्मचारी मिलप्य निधि ग्रीर प्रकीर्ण उपबंध ग्राधिनियम, 1952 (1952 का 19) के उपबन्ध उन्त स्थापन को लागु किए जाने चाहिए;

भतः केन्द्रीय सरकार, उक्त अधिनियम की घारा-1 के उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थाप को लाग करती है।

[सं. एस. 35019(529)/85 एस.एस.-2]

S.O. 748.—Whereas it appears to the Central Government that the employer and the majority of the employers in relation to the establishment known as Mis. Cooling Tower Cornoration. 40-B. G.I.D.C. Makarnura. Baroda-10, have agreed that the Provision of the Fundoyees' Provident Funds and Misc. Provisions Act. 1952 (19 of 1952), should be made applicable to the said establishment;

Now, 'herefore, in exercise of the powers conferred by Sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the Provisions of the said Act to the said establishment.

[No. S-35019(529)]85-SS III

का. था. 749.—केन्द्रीय सरकार, कर्मचारी कुट्स्व पेंशन रकीम, 1971 के पैराप्राफ 28 के अनुसरण में, भारत के राजपत, नाग 2, खण्ड 3, उप-खण्ड (II), तारीधा 13 अपैस, 1985 में प्रकाणित भारत संस्कृत, अम नंतालयाका अधिसूत्रन, सक्या का आ. 1607, तानीख 28 मार्च, 1985 में निस्कृतिहरू रागोधा नंतर्स है, श्रयम्

''पेरफाक 2 में, बणर्त कि रोणन की कुल राणि (जिसमें अनुतुरक युक्कियों की शामिल हैं) अस्तिम प्राप्त बेतन की राणि सं. किसी भी इ.जा में अधिक नहीं होगी णब्द हटा दिल जाएंगे।''

[संख्या ग्राट. 110/25/7/84-एस.एस.-2]

S.O. 749.—In pursuance of paragraph 28A of the Employees' Family Pension Scheme, 1971, the Central Government hereby makes the following amendment in the notification of the Government of India in the Ministry of Labour S.O. No. 1607, dated the 28th March, 1985, published in the Gazettee of India, Part II, Section 3, Subsection (ii), dated the 13th April, 1985, namely:

"in paragraph 2, the words "subject to the cond ion that the total amount of pension (including supplementary additions) shall in no case exceed the last pay drawn" shall be omitted."

[No. R-11025]7[84-SS-IV]

कार प्रार 750 . —केन्द्रीय सरकार को यह प्रतीत होता है कि मैं सं स्वराज इन्डिस्ट्रियल कारपोरेशन 91, जैसोर रोड. इस उस, कलकत्ता-74 नामक स्थापन के संबद्ध नियोजक और कर्मजारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मजारी भविष्य निधि और प्रकीण उपान्ध प्रधिनियम, 1952(1952 का 19) के उपबन्ध उपन स्थापन की तागू किय जाने चाहिएं;

श्रतः केन्द्रीय सरकार, उक्त अधिनियम की धारा-1 की उपधारा(1) द्वारा प्रदत शक्तियों का प्रयोग करते हुए उक्त श्रिधिनियम के उपान्ध उक्त स्थापन को लागू करती है।

[संख्या एम-35017(1)/86-एस एस -2]

S.O. 750.—Whereas it appears to the Central Covernment that the employer and the majority of the employees in relation to the establishment known as Ms. Swaraj Industrial Corporation 91, Jessore Road, Dum Dum Calcutta-74, have agreed that the Provision of the Employees' Provident Funds and Misc. Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by Sub-section (4) of Section 1 of the said Act, the Certral Government hereby applies the Provisions of the said Act to the said establishment.

[No. S-35017(1)|86-SS-II]

का. आ. 751. — केन्द्रीय सरकार को यह प्रतीत होता है कि गैं थे से जीग्स एण्ड टूक्ज प्रोडक्ट्स, पीक्चोंक प्यत्ती टाउन, बासईपूर, 24-प्रश्ना (वैस्ट बंगाल) नामक स्थापन के संबद्ध नियोजक घीर कमेंचारियों की बहुसंख्या इस यान पर सहमत हो गई है कि कमेंचारी भविष्य विधि घीर प्रकीण उपवन्ध प्रधिनियम, 1952 (1952 का 19) के उपवन्ध उक्त स्थापन को लागू किये जाने चाहिएं;

श्रतः केन्द्रीय सरकार, उपन श्रामियम की धारा -1 की उपधारा(4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त श्राधिनियम के उपक्षा उक्त स्थापन को लागू करती है।

[सं॰ एस-3501**7 (2**)/**86-एम एस** -2]

S.O. 751.—Whereas it appears to the Central Covernment that the employer and the majority of the employees in relation to the establishment known as M/s. Jigs & Tools Products P.O. Piyali Town, Basuipur, 24. Parganas, have agreed that the Provision of the Employees' Provident Funds and Misc. Provisions Act, 1952 (19 of

1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by Sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the Provisions of the said Act to the said establishment.

[No. S-35017(2)[86-SS-II]

का. मा. 752.—कर्मचारी भविष्य निधि धौर प्रकीण उन्नव्ध प्रधिन्यम, 1952 (1952 का 19) की धारा 17 की उपधारा (2क) द्वारा प्रयत्त मिलत्यों का प्रयोग करते हुए, केन्द्रीय सरकार, भारत के राजपन, भाग 2, खण्ड 3, उपन्त्रण्ड (ii) में तारीख 10 नवस्वर, 1984 को प्रकाणित, भारत मरकार, श्रम मंत्रालय की प्रधिसूचना संख्या का०आ० 3596, दिनोक 23 अन्त्रुवर, 1984 में निस्नलिखित संगोधन करती है:—

"उक्त प्रधिसुचना की उद्शिका में,

मैससं विश्वकार्ट फोर्ज लिमिटंड, 67 इण्डस्ट्रीयस एस्टेट, एम० ग्राई० छी०सी० सतपुर, नासिक (एम० एस०)" शब्दों के स्थान पर "मैसर्स बी०सी०एस० फोर्जिंग लिमिटेड (जिसे इमसे पहले मैमर्स विश्वकार्ट फोर्ज लिमिटेड के नाम से जाता जाता था), डा० ग्रन्नी बमस्स रोज, बोरसी, बम्बई-400018" शब्द प्रतिस्थापित किय जायंगे।"

[संख्या एस॰ 35014(99)/84-एम एस -4]

S.O. 752.—In exercise of the powers conferred by subsection (2A) of section 17 of the Employees' Provident I-unds and Miscellaneous Provisions Act, 1952 (19 of 1952), the Central Government hereby makes the following amendments to the notification of the Government of India in the Ministry of Labour S.O. No. 3596, dated the 23rd October, 1984 published in the Gazette of India, Part II, Section 3, sub-section (ii), dated the 10th November, 1984:—

"in the preamble to the said notification, for the words "Messra Viscorts Forge Limited, 67, Industrial Estate, M.I.D.C., Satpur, Nasik (M.S.)" the words "Messra B.C.L. Forgings Limited (previously known as Messra Viscorts Forge Limited), Dr. Annie Besant Road, Worli, Bombay—400018" shall be substituted."

[No. S-35014(99)84-SS-IV]

## नई दिला, 12 फरवर , 1986

का. आ. 753.—केन्द्रीय सरकार कर्मचारी भविष्य निधि और प्रकीण उपक्षण अधिनियम, 1952 (1952 का 19) की द्यारा 16 की उपधारा (2) द्वारा प्रदत्त णक्तियों का प्रयोग करते हुए हिमाचल प्रदेश और पंजाब राज्य के श्रधीन सभी विभागीय उपक्रमों को जिनके कर्मचारी सरकारी नियमों के अधीन अनुजय भविष्य निधि और कुटुम्ब पंजान के कार्यदे प्राप्त कर रहे हैं, एक वर्ग के रूप में उक्त अधिनियम के उपवन्धों के प्रवर्तन से एक मार्च, 1986 से तीन वर्ष की अवधि के लिए छूट वेती है।

[संध्या एस- 35025/6/83-एस. एस -2] ए० गे० भद्रुराई, अंदर संचित्र है

#### New Delhi, the 12th February, 1986

S.O. 753.—In exercise of the powers conferred by subsection (2) of section 16 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), the Central Government hereby exempts all departmental undertakings under the State Governments of Himachal Pradesh and Punjab whose employees are in receipt of provident fund and pension benefits as admissible under the Government rules, as a class, from the operation of the provisions of the said Act for a period of three years with effect from the 1st March, 1986.

[No. S-35025/6/83-SS.II]
A. K. BHATTARAI, Under Secy.

# पेट्रोलियम स्रोर प्राकृतिक गैस मंत्रालय

नई दिल्ला, 19 फरवरी, 1986

का. आ. 754.--यतः केखाय सरकार को यह प्रतेतः होता है कि लोकहिंग में यह भावश्यक है कि गुजरात राज्य में हर्जाा-बरेला से जनकामपुर तक पेट्रोलियम के पश्चिहन के लिये पाईपवाईन गैस अथोरिट। आंफ इंडिया लि. हारा विद्यार्थ अला चाहिए।

भीर यतः यह प्रक्षीत होता है कि ऐसः लाईनों को जिखाने के प्रयोजन के लिये एतद्वासदा स्रतुभूची में विशित भूमि में जायोग का स्राधिकार स्रमित करना स्नावस्थक है।

श्रतः श्रव पेट्रोलियम स्रोर धानित पाईपलाईन (सूधा में उपयोग के स्राधिकार का सर्वन) अधिनियम, 1962 (1962 का 50) हैं। घारा 3 की उपधारा (1) द्वारा प्रयत्त शक्तियों का प्रयोग करते हुए केहाय संस्कार में उसमें उपयोग का स्राधिकार श्रीजन करने का स्थवना श्राम्य एह्यूहरा घोषित किया है।

षसर्ते कि उक्तां मूमि में हिनबड़ कोई क्वित, उस ्मि के नीचे पाईंग लाइन विछाने के लिए ब्राक्षंप मक्तम प्राधिकारी, तेल तथा प्राप्तिक गैम ब्रायोग, गैस अथोरिटा आफ इंग्डिया लि. दर्पण बिल्डिंग ब्रार. सी. वस रोड सडोइरा-9 की इस व्यक्तिमचना की मारीख स 21 दिना के ब्रासर कर सकेता।

श्रीर ऐसा काक्षेप करने वाला हर व्यक्ति विभिविष्टता यह भी कथन करेगा कि क्या वह यह चाहता है कि उत्तरी मुनवाई व्यक्तित ही या शिती विधि व्यवतार्यों की मार्चत ।

प्रनृसूर्यः हर्वाःस-बरेसः-अगदोशपुर पाईप साइन

राज्य: गुजरात	<b>अिषा</b> : सुरत		सालुका		- · चाँगीसः	
गांव	सर्वे ना	म्बर -	. <b>.</b> - —	हेक्टर	भार	सन्दःयर
भाटपुर	72, 75, 137, 135, 133,		}	02	6.8	00
		]	4.(	<b>D</b> -11016	544/4	 6र्न्सर्पः . ]

#### MINISTRY OF PETROLLUM & NATURAL GAS

New Delhi, the 19th February, 1986

S.O. 754.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from Hajira-Barelly to Jagdishpur in Gujarat State pipeline should be faild by the Oil & Natural Gas Commission.

And whoreas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto.

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Gas Authority of India Ltd. R. C. Dutt, Road Vadodara (390 009).

And every person making such an objection chalf also state specifically whether he wishes to be hear in person or by legal practitioner.

#### SCHEDULE

Pibelin: From Hajira-Bareilly-Jagdishpur

State : Gujarat - District : Surat - Taluka : Choriyesi						
Village	Survey No.	Hec- tero	Are	Cen- tlare		
Bhatpor	72, 73, 75, 76, 137, 36, 135, 134, 133, 32, 171.	02	80	00		

[No. O-14016/544/86-GP]

का. इ... 755.---याः केश्वाय गरवार को यह प्रतीत होता है कि लोगहित में यह आवश्यक है कि गूजरात राज्य में हवीरा-बरेली से जगहीशपुर गेंड्रोलियम के परिवहन के लिये पाईपलाईन गैस काथोरीट धाफ इन्डिया नि. हारा बिछाई जानी चाहिए।

भीर यतः यह प्रवीत हाता है कि ऐसी लाईनों को श्रिष्ठाने के प्रयोजन के लिए एतःशाबद्ध भनुन्नों में वर्णित भूमि में उपयोग का मधिकार म्रजिस करना शावश्यक है ।

भतः शब पेट्रोलियम स्रीर खिलिश पाईपराईन (भृति में उपयोग के सिक्षितार या प्रवेत) अधिनियन, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रवत्त सिक्षियों का प्रयोग करने हुए केर्द्धाय सरकार ने उसमें उपयोग का सिक्षितार अजित करने का अपना सासग् एतद्द्वारा सोयित किया है।

षयार्ते कि उक्त भूमि में हितबद्ध भोई व्यक्ति, उस भूमि के नीचें पाईप लाईन बिछान के लिए आक्षेप मक्तम प्राधिकारी, तेल तथा प्राकृतिक गैस आयोग, गैस आयोरिटा ऑफ इन्डिया जि. वर्षण बिल्डिंग आर.सी. बस रोड, बडीड (1-9 को इंड अधिनूचना की तारीख में 21 दिनों के भोतर कर सकेगा।

श्रीर ऐसा आक्षेप करने वाला हर व्यक्ति विनिविद्या यह भी कथन करेगा कि क्या वह यह बाहता है कि उसकी सुनवाई व्यक्तिगत हो या किसी विकि व्यवसायी की मार्फत ।

श्रनुस्यः हर्वारा-वरेलं-जगर्दशापुर पाईप लाइन

राम्यः	<b>्रम</b> राज	जिना: मूरत	तालुका चं	ोर्यासी	
गोव	सर्वे		<b>हे</b> क्टर	मार.	संस्टीय र
<b>कवार</b>	291,	290,	<del></del>		
	289,	287,			
	288,	286,			
	285,	284,	0.2	0.0	0 0
	283,	282,		• •	•
	281,	279,			
	278,	· .			

[सं O-14016/545/86-काँ: पी.]

S.O. 755.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from Hajira-Bareilly to Jagdishpur in Gujarat State pipeline should be laid by the Oil & Natural Gas Commission.

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto.

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquistion of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein:

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Gas Authority of India Ltd. R. C. Dutt. Road Vadodara (390 009).

And every person making such an objection shalf also state specifically whether he wishes to be hear in person or by legal practitioner.

SCHEDULE
Pipeline from Hajira—Bareilly—Jagdishpur

State : Gi	ijarat Distric	t : Surat Ta	luka : C	horiyas	
Village	Survey No.	Hoe- tare	Are	Cen- tiare	
Kawas	291, 290, 289 288, 286, 285 283, 282, 281 278	, 284,	00	00	

[No. O-14016/545/85-GP]

का. या. 756.— मतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह प्रावश्यक है कि गुजरात राज्य में हजीरा-बरेंली से जमटीश-पुर तक पेट्रोलियम के परिवहन के लिये पाईपलाइन गैस ग्राथोरिटी ऑफ इंटिया ली. द्वारा विद्याई जानी भाहिए।

भीर यतः यह प्रतीस होता है कि ऐसी साईनों को विछाने के प्रयोजन के लिये एतवपावक भनुसूचा में विणित भूमि में उपयोग का सिकार साँवत करना आवश्यक है।

भतः भव पेट्रोलिपम भौर खनिज पाईपलाइन (भूमि में उपयोग के अधिकार का अर्जन) मिश्रिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रवत्त सम्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार प्रजित करने का प्रयना श्राश्य एतब्हारा घोषिन किया है।

बणतें कि उक्त मूमि में हितवर्ध कोई न्हिन्त, उस भूमि के नीचे पाईप लाइन बिछाने के लिए आक्षेप सभम प्राधिकारी, गैस आबोरिटी ऑफ इन्डिया लि. दर्पण बिल्डिंग ग्रार,सी. यत्त रोंड, बडौदरा को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

भौर ऐसा भाक्षेप करने वाला हर व्यक्ति विनिद्धिष्टता यह भी कथन करेगा कि वह यह काहता है कि उसकी सुनवाई व्यक्तिगत हो या किसी विधि व्यवसायी की मार्कत ।

श्र**नु**म्पे?

हर्तारा-बरेली जगदीशपुर पाईप लाइन

राज्य : गृ	जारात वि	ला: सूरत	तातुकाः च	मौसी <i>।</i>	
गोव	सर्गे .	नम्बर	हेश्ट्यर	भारे.	सेन्द्रीयर
इण्डापोर	95	9	0	0.5	00

[सं. O-14016/546/86-की.पी:] एस.एस. श्रीभवासल, निवेशक S.O. 756—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from Hajira-Barcilly to Jagdishpur in Gujarat State pipeline should be laid by the Oil & Natural Gas Commission.

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (52 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent

Authority, Gas Authority of India Ltd., R. C. Dutt, Road Vadodara, (390 009).

And every person n-king such an objection—shall also state specifically whether he wishes to be hear in person or by legal practitioner.

#### SCHEDULE

Pip lin from H. jira—Bir ,il'y—Jagdishpur

State: Guj rat		District : Surat		Taluka : Choriyals		
					<del></del>	
Village	Surv	oy No.		Hee-	Arc	Can,
				te <b>r</b> a		tiar
ІСИНАРО	RE 9	59 		0	05	0.0

[No. O— 40 6/546/86—GP] M. S. SRINIVASAN, Director